TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. ~~496~~. 216

MRS. E. F. BONDURANT, EXECUTRIX, TUTRIX, &c.,
PLAINTIFF IN ERROR.

vs.

FRANK WATSON.

IN ERROR TO THE SUPREME COURT OF THE STATE OF LOUISIANA.

FILED OCTOBER 1, 1878.

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PLAINTIFF IN ERROR,

vs.

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1 To the honorable the judge of the thirteenth judicial district court of the State of Louisiana, holding sessions in and for the parish of Tensas:

The petition of Franke Watson, a resident of said parish and State, with due respect represents:

That your petitioner is the bona fide owner and possessor of the following described piece, parcel, and tract of land, situate in this parish, to wit: The lot No. seven in township eleven of range twelve east, in the district of lands subject to sale at Ouachita, Louisiana, containing one hundred sixty-five acres and seven hundredth of an acre, as per certificate No. 152.

That petitioner acquired said land (with other lands) by authentic act passed before George W. Lewis, deputy recorder in and for the parish of Tensas, Louisiana, on the sixth day of February, 1875, from Augustus C. Watson, jr., as will appear by deed duly recorded in the recorder's office of this parish, in notarial record book H, pages 526, 527, and 528, which is a title translative of property, and that your petitioner has had the real and actual possession of said tract of land since said purchase by him, quietly and without interruption as owner, until

2 disturbed, as hereinafter set forth, by Andrew J. Bryant, the sheriff of said parish, and Mrs. Ella Felix Bondurant, a resident of the city of New Orleans, in this State, executrix of last will of Walter E. Bondurant, deceased, and natural tutrix of her minor child, the only issue of the marriage between her and her said husband, Walter E. Bondurant; that the immediate author of your petitioner, Augustus C. Watson, senior, acquired said tract of land by a good and valid title, translative of property, from John Bondurant and wife, on the 30th day of November, A. D. 1854, for the sum of $5,775.00, as per deed recorded in recorder's office of this parish, in notarial record book D, pp. 435, 436, & 437, said Bondurant's wife renouncing her rights, and petitioner, said author, held said property by notorious, public, and uninterrupted possession in good faith as owner from said 30th November, 1854, and transferred said property, title, and possession to petitioner and his said brother, A. C. Watson, jr., by joining in deed from petitioner to said A. C. Watson, jr., and renouncing his rights, title, and interest in said tract of land and others, as per deed recorded in the recorder's office of

3 this parish, in notarial record H, pages 36, 37, & 38, dated *dated* 5th August, 1872, and recorded same day, being an authentic act; that John Bondurant, the vendor of said A. C. Watson, sr., being owner of one undivided third part of said tract of land, acquired the other two-thirds from his brothers, Albert and Horace Bondurant, by acts passed and duly recorded in the recorder's office of this parish, and said John Bondurant, in good faith held said land as sole owner and possessor until he transferred the same to said Augustus C. Watson, sr., as aforesaid, who acquired thereby the possession and ownership of said John Bondurant.

Petitioner further shews that Andrew J. Bryant, sheriff of the parish of Tensas aforesaid, acting under a writ of alias fi. fa., issued by order of and at the instance of Mrs. Ella Felix Bondurant, executrix and natural tutrix aforesaid, on a judgment against Albert, John, & Horace Bondurant, in favor of Walter E. Bondurant, in suit No. 1242 on the docket of this honorable court, and which writ is styled as follows, to wit: "W. E. Bondurant vs. 1242, Albert Bondurant et al., revived in name of Mrs. E. F. Bondurant, testamentary executrix and natural tutrix, vs. 1242, Albert Bondurant et al., writ No. 746," has, on the 17th

day of June, 1875, illegally seized the foregoing described piece
4 of land and appurtenances bought of *of* said A. C. Watson, jr., and in your petitioner's possession as owner and possessor in good faith, well worth the sum of thirty-six hundred dollars, and will proceed to advertise and sell petitioner's said property to pay the said supposed judgment against Albert, John, and Horace Bondurant, unless restrained by an injunction.

Petitioner further represents that he is advised, and believes, that said Mrs. Ella Felix Bondurant, executrix and tutrix, pretends to claim the right to sell said land of petitioner's, under the pretence that said executrix and tutrix held a mortgage upon said property by virtue of said supposed judgment against Albert, John, and Horace Bondurant, and a deed of sale from the sheriff, George W. Williams, to said Albert, John, and Horace Bondurant, passed 4th day of December, 1852, alleged to be recorded in the registry of mortgages on the sixth day of December, 1852.

Petitioner further shows that said act, on the 4th day of December, 1852, was reinscribed within ten years from its date or registry in the mortgage records, and it ceased to have any force and effect as a mortgage or privilege upon said tract of land.

5 Petitioner further represents that at the date *date* of the institution of said suit No. 1242 against Albert Bondurant & others, the said Augustus C. Watson, sr., was in public possession of said property as owner, as he had been for many years previously, and yet was not made a party to said suit, which was via ordinaria, nor were any demands or notices given him as third possessor, nor were any rights in said judgment reversed against the said property of said Augustus C. Watson, sen'r, now the property of petitioner, and said Walter E. Bondurant, deceased, took in said ordinary action against said Albert, Horace, and John Bondurant, a simple judgment against them, recognizing the mortgage as in their property, and all other claims and demands were thereby relinquished by and merged in said judgment.

Petitioner further shows that said judgment was void as against said A. C. Watson, sen'r, and petitioner, third parties, because on the face of the papers it appeared that the consideration for a large part thereof was for slaves. That by said illegal seizure petitioner has been damaged in the full sum of two thousand dollars.

Wherefore, petitioners prays that said Andrew J. Bryant,
6 sheriff of the parish of Tensas, and said Mrs. Ella Felix Bondurant, a resident of the city of New Orleans, in this State, as testamentary executrix of the said last will of Walter E. Bondurant, dec'd, and natural tutrix to her minor child, be cited to answer hereto, that an injunction issue restraining and enjoining said sheriff and said executrix & tutrix from proceeding any further with the said alias writ, so far as said land of petitioner is concerned until the further order of this court. And after all due proceedings had that it be decreed by the court that the said Mrs. Ella Felix Bondurant, executrix and tutrix, representing the succession and heirs of Walter E. Bondurant, dec'd, has no mortgage or privilege upon the said property of petitioner seized under said alias fieri facias, and that she and said sheriff be perpetually enjoined from seizing said land, and petitioner forever quieted in his possession and title thereof. Prays for two thousand dollars damages for the wrongful and illegal seizure of said property, for all costs, and for general relief.

MERRICK, RACE & FOSTER, AND
REEVE LEWIS,
Attorneys for Plaintiff, F. Watson.

7 *Aff't.*

THE STATE OF LOUISIANA.
Parish of Tensas:

Franke Watson, being duly sworn, says he is the plaintiff in the foregoing petition, that all the allegations and facts set forth in said petition are true and correct and render an injunction necessary, and that the district judge is absent from the parish of Tensas.

FRANKE WATSON.

Sworn to & subscribed before me this 26th day of June, A. D. 1875.

C. C. CORDELL,
Parish Judge.

Order.

The foregoing petition and affidavit considered, the district judge being absent, it is ordered that an injunction issue as prayed for, on plaintiff's giving bond and security, according to law, in the sum of fifteen hundred dollars.

Given under my official signature, at chambers, this 26th day of June, A. D. 1875.

C. C. CORDELL,
Parish Judge.

Filed June 28th, 1875.

JOSEPH CURRY,
D'y Clerk.

Bond.

THE STATE OF LOUISIANA.
Parish of Tensas:

13th dis't court.

FRANKE WATSON
vs.
Mrs. ELLA FELIX WALKER BONDURANT, ex'r & tutrix, & A. J. Bryant, sheriff.

8 Be it known that Franke Watson, as principal, and Augustus C. Watson, jr., of this parish, as security, are held and firmly bound unto Mrs. Ella Felix Bondurant, testamentary executrix of last will of Walter E. Bondurant, dec'd, and natural tutrix of her minor , and unto Andrew J. Bryant, sheriff of the parish of Tensas, and to all other parties in interest, in the full sum of fifteen hundred dollars, for the payment whereof we bind ourselves in solido in the full sum of fifteen hundred dollars aforesaid, by these presents dated this 26th day of June, A. D. 1875. Whereas, the above bound Franke Watson has sued out a writ of injunction in above styled suit; now, if the said Frank Watson shall pay all such damages as may be sustained by said executrix & tutrix, and said sheriff and all others in interest, in case it shall be decided that said injunction was wrongfully obtained, then this obligation to be null and void, else to remain in full force and effect.

FRANKE WATSON.
A. C. WATSON, JR.

Filed June 28th, 1875.

JOS. CURRY,
D'y Clerk.

Sheriff's acceptance.

Service is hereby accepted this 28th day of June, A. D. 1875. Citation, &c., waived.

A. J.BRYANT, *Sh'ff*,
By C. S. KINNEY,
D'y Sh'ff.

9 Filed June 28th, 1875.

JOS. CURRY,
D'y Clerk.

Citation.

THE STATE OF LOUISIANA,
Parish of Tensas:

13th dist. court.

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, EX'X & TUTRIX, & the sheriff.

To Mrs. Ella F. Bondurant, ex'x & tutrix, representing succession & heirs of W. E. Bondurant, dec'd, a resident of the parish of Orleans and State aforesaid:

You are hereby cited to comply with the demand contained in plaintiff's petition, a certified copy of which accompanies this citation, or to file your answer in writing to the same, in the office of the clerk of the 13th district court, at the town of St. Joseph, within forty days after service hereof.

Witness the honorable Wade H. Hough, judge of said court, and the seal thereof this 28th day of June, in the year of our Lord one thousand eight hundred and seventy five.

[L. S.] CHAS. E. STEELE, *Clerk*,
By JOSEPH CURRY,
D'y Clerk.

Return on citation.

And on the 30th day of June, 1875, I served a copy of the within citation and accompanying petition on Mrs. Ella F. Bondurant, executrix and tutrix herein, by leaving same at her domicil, No. 490 St. Charles street, in the hands of her sister, Mrs. Vaught, a person apparently over 14 years of age, living and residing at said domicil, said Mrs. Ella F. Bondurant being absent from home at time of said service, all of which facts I ascertain by interrogating said Mrs. Vaught.

10

Returned same day.

BEN. C. MIRE,
D'y Sheriff Parish of Orleans.

Filed July 17th, 1875.

JOS. CURRY,
D'y Clerk.

Writ of injunction.

THE STATE OF LOUISIANA,
Parish of Tensas:

13th dist. court.

FRANK WATSON
vs.
MRS. ELLA F. BONDURANT, EX'X & TUTRIX, & the sh'ff. } 2457.

To Mrs. Ella F. Bondurant, ex'x and tutrix, representing succession and heirs of W. E. Bondurant, dec'd, a resident of the parish of Orleans and said State, and to the sheriff of the parish of Tensas, greeting:

You are hereby prohibited, enjoined, and restrained from proceeding further in the execution issued from this honorable court, and styled "W. E. Bondurant vs. No. 1242, Albert Bondurant et al., revived in name of Mrs. E. F. Bondurant, test. ex'x, and natural tutrix, vs., No. 1242, Albert Bondurant et al," until further order of this court.

11 Witness the Hon. Wade H. Hough, judge of said court, and the seal thereof this 28th day of June, A. D. 1875.

[L. S.] CHAS. E. STEELE, *Clerk*,
By JOSEPH CURRY,
D'y Clerk.

Sheriff's return.

And on the 30th day of June, 1875, served a copy of the within writ of injunction on Mrs. Ella F. Bondurant, defendant, tutrix and executrix herein, by leaving same at her domicile, No. 490 St. Charles street, in the hands of Mrs. Vaught, her sister, a person apparently above 14 years of age, living and residing at said domicile, said Ella F. Bondurant being absent from home at time of said service, all of which facts I ascertained by interrogating said Mrs. Vaught.

Returned same day.

BEN. C. MIRE,
D'y Sh'ff Parish of Orleans.

Filed July 17th, 1875.

JOS. CURRY,
D'y Clerk.

Petition to remove.

To the honorable the judge of the 13th judicial district court of the State of Louisiana, holding sessions in and for the parish of Tensas:

The petition of Mrs. Ella F. Walker Bondurant, testamentary executrix of last will and testament of her husband Walter E. Bondurant, deceased, late of Natchez, Mississippi, with respect represents that

12 petitioner is a citizen of the State of Mississippi, and is defendant, in her said capacity as tutrix, in a certain civil suit now pending in this hon. court, in which the matter in dispute exceeds, exclusive of costs, the sum of five hundred dollars, and wherein one Franke Watson, a citizen of the State of Louisiana is plaintiff, being suit No. 2457 on the docket of this court, and that petitioner is entitled to have the

said suit removed to the circuit court of the United States for the sixth circuit district of Louisiana, holding sessions in the city of New Orleans, on complying with the provisions of the act of Congress of the United States in such cases approved, that the law, affidavits, and bond hereto annexed considered, your petitioner prays that an order be granted for the removal of this cause to said U. S. court, staying all further proceedings in said suit in this court, except such proper order as is necessary for the removal of this said cause to the said circuit court of the United States, and for all general relief.

SAM'L R. & C. L. WALKER, &
T. P. FARRAR,
Atty's for Petitioner.

Affidavit.

STATE OF LOUISIANA,
City of New Orleans:

Personally appeared before me, the undersigned authority, Mrs.
13 Ella F. Walker Bondurant, who, being duly sworn, deposes and says that the facts set forth in the foregoing petition are true and correct.

ELLA F. W. BONDURANT, *Ex'l'x.*

Sworn to & subscribed before me this 13th Sept., 1875.

JOHN L. MONNIER,
Third Justice Peace, Acting 2d J. P. Parish of Orleans.

Filed Oct. 18th, 1875.

CHAS. E. STEELE, *Clerk.*

Bond.

STATE OF LOUISIANA,
Parish of Tensas:

Know all men by these presents that we, Ella F. Walker Bondurant, personally and as tutrix of her minor child, Walter E. Bondurant, as principal, and Felix Walker and Thos. P. Farrar as sureties, are held and firmly bound unto Franke Watson in the sum of two hundred and fifty dollars, lawful money of the United States, for the payment of which sum unto the said Watson, his heirs, executors, or assigns, we hereby bind ourselves, our heirs, representatives, and assigns.

Now, the condition of this obligation is such, that whereas the said Ella F. W. Bondurant, tutrix, as aforesaid, on the 18th day of Oct., 1875, filed her petition in a certain suit pending in the thirteenth judicial
14 district court in and for the parish of Tensas, State aforesaid, being numbered on the docket of said court No. 2457, and in which said suit Franke Watson is plaintiff and said tutrix is defendant, for the removal of the said suit to the circuit court of the United States, district of Louisiana.

Now, if the said Mrs. Ella F. W. Bondurant, tutrix, shall cause to be entered or enter a copy of the record of the said suit on the first day of the next session of the said circuit court and pay all costs that may be awarded by the said circuit court, if said court should hold that such

suit was wrongfully or improperly removed thereto, then this obligation to be void, otherwise to remain in full force and binding.

ELLA F. W. BONDURANT,
Ex'l'x.

I. PARIS CHILDRESS,
Cl'k 2nd J. P:

FELIX WALKER.
THOS. P. FARRAR.

Affidavit.

STATE OF LOUISIANA,
Parish of Orleans:

And now comes Felix Walker, who, being duly sworn, says he is one of the securities named in the above bond, that he is a citizen and resident of the State of Louisiana, and that he has real property in this State un'cumbered over and above the amount of said bond.

FELIX WALKER.

15 Sworn to & subscribed before me this 13th day of September, A. D. 1875.

JOHN L. MONNIER,
Third Justice Peace, Acting for Second Justice Peace, Parish of Orleans, La.

Filed October 18th, 1875.

CHAS E. STEELE, *Clerk.*

Opposition to removal.

13th dist. court.

FRANK WATSON
vs.
MRS. ELLA F. BONDURANT, EX'X & NATURAL tutrix. } 2457.

STATE OF LOUISIANA,
Parish of Tensas:

Frank Watson, plaintiff in above styled suit, now appears by his undersigned counsel, and, for answer to the petition for removal of this cause to the United States circuit court, filed by defendant, says and shows:

That this cause is not one removable to said court under the laws of the United States. That the said Mrs. Ella F. Bondurant is not the defendant in this suit, but that the defendant is the succession of Walter E. Bondurant, deceased, consisting of movable and immovable property situated in this parish of Tensas, and the succession of said Walter E. Bondurant, dec'd, has been duly opened and is now under administration in the probate court of this parish by the said Mrs. Ella F. Bondu-
16 rant, as executrix of the last will and testament of said Walter E. Bondurant, dec'd.

Appearer shows further that on 19th June, 1874, said Mrs. Bondurant presented her petition for executorship, &c., to the probate court of this parish, wherein she declared herself to be a resident of this State, and that she was duly confirmed and qualified accordingly, and is an officer of the probate court of the parish of Tensas, Louisiana.

Further, that when the citation and injunction in this suit were served,

she was a resident of the State of Louisiana, and said service was made on her at her domicil in this State.

That her pretended removal to and citizenship in Mississippi is a mere subterfuge and fraudulent evasion of the laws, and adopted for the purpose of fraudulently removing this cause to the United States court.

Wherefore appea'r prays that the said application be rejected and for general relief.

J. W. MONTGOMERY AND R. LEWIS,
Att'ys for Pl'ffs.

Filed Oct. 19, 1876.

CHAS. E. STEELE, *Clerk.*

17 *Note of evidence.*

FRANK WATSON
vs.
MRS. E. F. BONDURANT, EX'X & TUTRIX, & Sh'ff. } 2457.

Note of evidence on trial of motion to remove.

Plaintiff offers all the papers in the succession of Walter E. Bondurant, dec'd, and all the papers in suit No. 2457.

13th district court.

Testimony of W. B. Spencer.

Capt. W. B. SPENCER, sworn, says:

I knew W. E. Bondurant at the time of his death. I never knew him to live anywhere else than in Miss. He lived with his mother in Natchez, Miss., to my knowledge, for some nine years, and after marriage lived in Natchez and practiced his profession there and died there.

Cross-examined:

Mrs. E. F. W. Bondurant was not a citizen of Natchez before her marriage.

Testimony of T. P. Farrar.

T. P. FARRAR, sworn, says:

I asked M'j'r W. E. Bondurant before the election of 1872 if he would register here. He replied that he could not, as he was a citizen of Miss. I have examined the registration books of this parish, and have failed to find his name therein.

In rebuttal.

18 *Testimony of T. P. Clinton.*

T. P. CLINTON, sworn, says:

I am acquainted with Mr. Walker, the father of Mrs. Bondurant, defendant. He lives in New Orleans: was living there in 1861. I met Mrs. Bondurant in 1861, who was then a mere girl. I did not see her again until 1872, when she was then living with her father in New Or-

leans. After the death of her husband she returned to New Orleans, to her father's house, where she remained until after her confinement, which occurred shortly after.

Taken down and filed in open court this 19th Oct., 1875.

CHAS. E. STEELE,
Clerk.

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19 *Petition.*

To the hon'l the judge of the parish court, in and for the parish of Tensas, State of Louisiana:

The petition of Ella Felix Walker Bondurant, widow of Walter E. Bondurant, late of Natchez, State of Mississippi, deceased, (petitioner now residing in New Orleans, in this State,) respectfully shews:

That her said husband lately died in Natchez, Mississippi, leaving in this parish a succession, consisting of movables and immovables, and debts, and left no descendants.

That said Walter E. Bondurant left a will in olographic form, whereby your petitioner is made universal legatee, sole heir, and sole executrix. Said will was duly probated in the chancery court of Adams County, State of Mississippi, and a duly certified copy of said will and the probate thereof is hereto annexed and made a part hereof.

That your petitioner is, and was at the time of the death of her said husband, pregnant, and it is necessary that a curator should be appointed for the preservation of the rights of the unborn child.

The premises considered, petitioner prays that said will be or-
20 dered to be filed, registered, and executed, that she be recognized as the universal legatee of her said husband, under said will, and placed in possession of his said succession.

That an inventory and appraisement of said succession be made, and that letters testamentary may issue to her.

That a curator be appointed to said unborn child. Prays for all necessary orders and for general relief in the premises.

REEVE LEWIS,
Att'y for Pet'r.

Order.

THE STATE OF LOUISIANA,
Parish of Tensas:
Parish court.

Upon reading and considering the foregoing petition and annexed document (being a duly authenticated copy of last will and testament of Walter E. Bondurant, dec'd, and the probate and orders thereon from

the hon l chancery court, in and for the county of Adams, State of Mississippi), it is ordered that said will be filed, registered, and executed. That said document be paraphed "ne varietur" at the beginning of each page, to identify the same with this order. That Mrs. Ella Felix Bondurant be, and she is hereby, recognized as the universal legatee of said Walter E. Bondurant, dec'd, under said will, and placed in possession of the property of the succession of said Walter E. Bondurant, deceased, under said will. That letters testamentary issue to said Mrs. Ella Felix Bondurant on her taking and subscribing the necessary oath. That an inventory and appraisement of said property of said succession be made. That Felix Walker, the father of said Ella Felix Bondurant, be, and he is hereby, appointed curator to the unborn child of said Walter E. & Ella Felix Bondurant, and that letters of curatorship issue to him on his taking the necessary oath.

21

Done and signed at chambers this 19th day of June, A. D. 1874.

C. C. CORDILL,
Parish Judge.

Filed June 19th, 1874.

CHAS. E. STEELE, *Clerk.*

Will.

Will of Dr. W. E. Bondurant admitted to probate June 16th, 1874.

(Across the face in red:) Ne varietur. C. C. Cordill, parish judge. June 19th, 1874.

I, W. E. Bondurant, being in health and of sound and disposing mind, do in my handwriting, this 10th day of June, A. D. 1874, make this my last will and testament as follows: To my wife, Ella Felix Walker Bondurant, I do will, devise, and bequeath all of my property of whatsoever kind, w'eather real or personal, in this State, the State of Louisiana, or elsewhere, to have and to hold for herself, her heirs, or assigns forever, and I do nominate, constitute, and appoint my said wife my sole executrix under this will.

22

(Across the face in red:) Ne varietur. C. C. Cordill, parish judge. June 19th, 1874.

Witness my hand the day and year first above written.

W. E. BONDURANT.

Opened and read by me and filed in my office for probate this June 15th, A. D. 1874.

ALLISON H. FOSTER, *Clerk.*

Probate.

STATE OF MISSISSIPPI,
Adams County:

In the chancery court of said county, before the clerk thereof, in vacation.

In the matter of a certain instrument of writing purporting to be the last will and testament of Dr. Walter E. Bondurant, deceased.

Be it remembered that before me, Allison H. Foster, clerk of the chancery court of the 18th chancery district of the State of Mississippi, of the county of Adams, personally appeared before me, said clerk, at my office, in vacation, Dr. Thomas S. Sharpe, Dr. John C. Inge, F. A.

D. Dicks, and Henry B. Dicks, who, upon first being duly sworn, depose and say that they are familiar with and know the handwriting
23 of the testator herein, Dr. Walter E. Bondurant, having often seen him write; they have examined the paper purporting to be the last will and testament (herewith filed) of said Walter E. Bondurant, and say that the whole of said last will and testament is wholly written and subscribed in the handwriting of said Dr. Walter E. Bondurant, deceased, and they verily believe the same to be his said last will and testament.

Appliants further say that said testator was on the tenth day of June, A. D. eighteen hundred and seventy-four, on the day of the date of said will, of sound and disposing mind, and more than twenty-one years of age.

T. S. SHARPE.
JNO. C. INGE.
H. B. DICKS.
F. A. D. DICKS.

Sworn to & subscribed before me this 15th day of June, 1874.
ALLISON H. FOSTER, *Clerk.*

Filed in my office June 15th, 1874.
ALLISON H. FOSTER, *Clerk.*

STATE OF MISSISSIPPI,
Adams County:

I, Allison H. Foster, clerk of the chancery court of said county, do hereby certify that the foregoing two and one-half pages contain a true and perfect copy of the original last will and testament, and proof of same, of Dr. Walter E. Bondurant, as the same now appear of
24 record in my record in my office, in book No. 4, page 39, of the record of wills of said county.

Witness my hand and seal of said court this 17th day of June, 1874.
[L. S.] ALLISON H. FOSTER, *Clerk.*

Certificate.

STATE OF MISSISSIPPI,
Adams County:

Chancery court.

I, E. H. Osgood, chancellor of the eighteenth chancery district of Mississippi, do hereby certify that Allison H. Foster, whose genuine signature appears to the annexed and foregoing certificate of acknowledgement, is now and was at the date of said certificate the chancery clerk of Adams County, duly elected and qualified according to law; that full faith and credit are due to all his official acts as such, and that his said certificate is in due form of law.

This June 17, 1874.
(Signed) E. H. OSGOOD,
Chancellor Eighteenth District.

Certificate.

STATE OF MISSISSIPPI,
Adams County:

Chancery court.

I, Allison H. Foster, clerk of the chancery court of said county, do

hereby certify that E. H. Osgood, whose genuine signature appears to the annexed certificate, is now and was the date of said
25 certificate the sole and only presiding chancellor of the eighteenth chancery district of the State of Mississippi, duly appointed and qualified according to law; that full faith and credit are due to all his official acts as such, and that his certificate is in due form of law.

In witness whereof I have hereto set my hand and the seal of said court at my office in Natchez, this 17th day of June, A. D. 1874.

[L. S.] ALLISON H. FOSTER, *Clerk.*

Filed June 19th, 1874.

CHAS. E. STEELE, *Clerk.*

Oath of ex'r, &c.

Parish court.

THE STATE OF LOUISIANA,
Parish of Tensas:

Succession of Walter E. Bondurant, dec'd.

I, Ella Felix Bondurant, do solemnly swear that I will well and faithfully discharge and perform all the duties and trusts encumbent on me as testamentary executrix of the last will and testament of Walter E. Bondurant, deceased, to the best of my knowledge and abilities: so help me God.

ELLA F. BONDURANT.

Sworn to & subscribed before me this 19th June, A. D. 1874.

C. C. CORDILL, *Parish Judge.*

26 Filed June 19th, 1874.

CHAS. E. STEELE, *Clerk.*

Oath of tutrix.

Parish court.

STATE OF LOUISIANA,
Parish of Tensas:

Succession of Walter E. Bondurant, dec'd.

Before me, Wm. H. Holmes, 2nd justice peace for the parish of Orleans, personally came and appeared Mrs. Ella Felix Bondurant, widow of said deceased, who solemnly swears that she will well and faithfully perform all and singular the duties of tutrix for her minor child, son, Walter E. Bondurant, only child of said deceased: so help her God.

ELLA F. BONDURANT.

Sworn to & subscribed before me this 13th day of July, A. D. 1875.

WM. H. HOLMES,
2nd Justice of the Peace, Parish of Orleans.

Filed July 20th, 1875.

JOS. CURRY, *D'y Clerk.*

Oath of curator.

Parish court.

THE STATE OF LOUISIANA,
Parish of Tensas:

Succession of Walter E. Bondurant, dec'd.

I, Felix Walker, do solemnly swear that I will well and faithfully discharge and perform all and singular the duties and trusts encumbent on me as curator of the unborn child of Walter E. Bondurant,
27 dec'd, and Ella Felix Bondurant, his widow, to the best of my knowledge and ability: so help me God.

FELIX BONDURANT.

Sworn to & subscribed before me this 19th day of June, 1874.

C. C. CORDILL, *Parish Judge.*

Filed June 19th, 1874.

CHAS. E. STEELE, *Clerk.*

Letters testamentary.

Parish court.

THE STATE OF LOUISIANA,
Parish of Tensas:

Succession of Walter E. Bondurant, deceased.

Be it known that by virtue of an order of the hon. judge of the parish court, dated 19th June, A. D. 1874, I, Charles E. Steele, clerk of the court in and for said parish and State, do hereby issue these letters testamentary to Mrs. Ella Felix Bondurant, widow of Walter E. Bondurant, dec'd, and I do hereby invest her with full power and authority to do and perform all the duties and trusts encumbent on her as executrix of the last will and testament of said Walter E. Bondurant, dec'd, she having taken and subscribed the oath by law required.

Witness my hand and the seal of the court this 20th day of June, A. D. 1874.

[L. S.] CHAS. E. STEELE, *Clerk.*

28 Filed June 20th, 1874.

CHAS. E. STEELE, *Clerk.*

Letters curatorship.

Parish court.

THE STATE OF LOUISIANA,
Parish of Tensas:

Succession of Walter E. Bondurant, dec'd.

Be it known that by virtue of an order of the honl. judge of the parish court, dated 19th June, A. D. 1874, I, Charles E. Steele, clerk of the

court in and for said parish and State, do hereby issue these letters of curatorship to Felix Walker, and hereby invest him with full power and authority to do and perform all the duties and trusts encumbent on him as curator to the unborn child of Walter E. Bondurant, dec'd., and Ella F. Bondurant his widow, said Felix Walker having taken and subscribed the necessary oath.

Witness my hand and the seal of the court this 20th day of June, A. D. 1874.

[L. S.] CHAS. E. STEELE, *Clerk.*

Filed June 20th, 1874.

CHAS. E. STEELE, *Clerk.*

Commission.

Parish court.

THE STATE OF LOUISIANA,
Parish of Tensas:

Succession of Walter E. Bondurant, dec'd.

To the recorder or any duly qualified notary public in and for the
29 parish of Tensas, greeting:

You are commanded to take an inventory, and cause an appraisement to be made, of all and singular the property, real and personal, and rights and credits of Walter E. Bondurant, dec'd, as pointed out and shewn to you in this parish, with the assistance of good and true appraisers; and make due return to this court according to law.

Given under my hand and the seal of the court this 20th day of June, A. D. 1874.

[L. S.] CHAS. E. STEELE, *Clerk.*

Inventory and oaths of appraisers.

Parish court.

THE STATE OF LOUISIANA,
Parish of Tensas:

Succession of Walter E. Bondurant, deceased.

Be it known and remembered that by virtue and in pursuance of an order and commission from the hon. parish court in and for the parish of Tensas, State of Louisiana, of date the 23d June, A. D. 1874, and to me directed, I, Solomon Shaifer, recorder and ex-officio a notary public in and for said parish and State, duly commissioned and qualified, proceeded to the Pleasant View plantation, in this parish, and then and there proceeded to make an inventory and cause an appraisement to be
30 made of all the property, rights, and credits belonging to the succession of Walter E. Bondurant, dec'd, that are situated in this parish; and having appointed T. C. Sachu and John Bondurant as appraisers to appraise said property, I administered to them the following oath, to wit:

You, T. C. Sachu and John Bondurant, and each of you, do solemnly swear that you will faithfully and impartially appraise and set a true and correct value upon all the property, rights, and credits belonging to the succession of Walter E. Bondurant, deceased, that is situated in

this parish, and that this day may be pointed out to you, to the best of your knowledge and understanding. So help you God.

T. C. SACHU.
JOHN BONDURANT.

Sworn to & subscribed before me 23d day of June, 1874.

S. SCHAIFER,
Recorder.

And having sworn to and subscribed said oath, the said appraisers proceeded to appraise said property, as follows, to wit: Fourteen hundred (1,400) acres of land, more or less, of the Pleasant View plantation, in this parish, as described in deed from Mary A. Bondurant to
31 Walter E. Bondurant, recorded in notarial record T, page 603, in this office—appraised at 24,000 00

10 turning plows	"	"	50 00
10 King "	"	"	60 00
20 pry trace chains	"	"	10 00
10 double trees	"	"	25 00
20 single "	"	"	20 00
20 collars	"	"	15 00
20 briddles	"	"	15 00
20 harness	"	"	15 00
2 carts	"	"	30 00
5 wagons	"	"	300 00
10 axes	"	"	10 00
30 hoes	"	"	22 00
5 harrows	"	"	10 00
20 mules	"	"	2,000 00
2 horses	"	"	125 00
20 plow lines	"	"	7 50
4 bands G belting	"	"	75 00
1 grist-mill	"	"	100 00
1 mattress	"	"	5 00
6 spades	"	"	5 00
1 bedstead	"	"	3 50
Interest in growing crop	"	"	3,000 00
Sundry ac's due on plantation			150 00
			$30,062 00

And after having appraised and finding the same amount to the sum of thirty thousand and sixty-two dollars, and there being
32 nothing more belonging to said succession to be appraised, I close this inventory, and make this my process-verbal of the same; and I have caused the appraisers to sign the same in the presence of Reeve Lewis, esqr., and Wm. Curry, competent witnesses of lawful age, and domiciliated in said parish and State, who have signed this process-verbal with said appraisers and me, recorder, this 23d day of June, A. D. eighteen hundred and seventy-four.

T. C. SACHU.
JOHN BONDURANT.

Attest:
REEVE LEWIS.
WM. CURRY.

S. SCHAIFER,
Recorder.

Filed June 25th, 1874.

CHAS. E. STEELE, *Clerk.*

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Petition.

To the honorable the judge of the thirteenth judicial district court of the State of Louisiana, holding sessions in and for the parish of Tensas:

The petition of Walter Ernest Bondurant, who resides in the city of Natchez, in the State of Mississippi, with due respect, shews: That Albert Bondurant, John Bondurant, and Horace Bondurant, who reside in the parish of Tensas, in the State of Louisiana, are justly and truly indebted jointly, severally, and in solido to your petitioner, in the just and full sum of thirty-seven thousand one hundred and eighteen dollars and fifty cents, with interest thereon at the rate of seven per cent. per annum from the 4th day of December, A. D. 1852, till paid, for this, that heretofore, to wit, on the said 4th day of December, A. D.
34 1852, the following described property held and jointly owned by your petitioner and the said Albert, John, and Horace Bondurant to wit, the "Pleasant View" plantation, situated on the Mississippi River, in Tensas Parish, about five miles from St. Joseph, together with all the slaves, mules, horses, mares, cattle, oxen, ploughs, carpenters' tools, blacksmiths' tools, weeding hoes, axes, farming utensils, hogs and corn, and cotton hanging by the roots, was sold by George W. Williams, sheriff of said parish of Tensas, in virtue of a decree rendered by your honorable court on the 12th day of October, A. D. 1852, and in pursuance of an order of sale emanating from said decree for the price and sum of one hundred and forty-eight thousand four hundred and seventy-four dollars; that the said Albert Bondurant, John Bondurant, and Horace Bondurant became the purchasers of said property at said sale; that by reason of the said purchase's being the owners of three-fourths thereof, the price to that extent was extinguished pro tanto, leaving the one-fourth part of the price thereof, to wit, thirty-seven thousand one hundred & eighteen dollars and fifty cents, with interest thereon at the rate of seven per cent. per annum
35 from the 4th day of December, A. D. 1852, till paid, due to your petitioner as aforesaid, all of which will more accurately and fully appear by reference to a certified copy of said act of sheriff's sale, hereto annexed and made part hereof; that in order the more

fully and completely to secure the punctual and faithful payment of the aforesaid sum the said Albert Bondurant, John Bondurant, and Horace Bondurant joined the said George W. Williams, sheriff, in executing before Robert Y. Skinner, recorder, on the said 4th day of December, A. D. 1852, an authentic act of mortgage, whereby and wherein each and all of said purchasers did specially mortgage and hypothecate unto and in favor of the said Walter Ernest Bondurant through his legal representative James W. Davenport, under tutor, and acting for and in his behalf all of the aforesaid "Pleasant View" plantation and all the property as set forth in the act of sale made by said sheriff; that a duly certified copy of said authentic act of mortgage is hereto annexed and made a part of this petition. That on the 5th day of March, A. D. 1862, your petitioner arrived at the age of majority, and claims
36 the right to administer his own affairs.

The premises considered, your petitioner prays that the said Albert Bondurant, John Bondurant, and Horace Bondurant be duly cited to answer this petition, and after all due and legal proceedings had, that the said Albert Bondurant, John Bondurant, and Horace Bondurant be condemned jointly, severally, and in solido to pay to your petitioner the said sum of thirty-seven thousand one hundred & eighteen dollars and fifty cents, with interest thereon at the rate of seven per cent. per annum from the 4th day of December, A. D. 1852, until paid, and that the mortgage herein be rendered executory and the property therein described, to wit, "Pleasant View" plantation, being a certain tract of land situated on the Mississippi River, opposite Brainsburg, and being the same conveyed to D. M. Bondurant by Dunlap & Green, containing six hundred and seventy-three (673) acres; also a certain tract adjoining the above mentioned tract on the upper side fronting on the Mississippi River being the same conveyed to the said D. M. Bondurant by the heirs of Nailor, containing two hundred and seven (207) acres; also lot No. 960 of section 39 of township
37 12 of range 13 east, containing one hundred and forty-eight $\frac{67}{100}$ acres; also, No. 122, lot No. 6 of section — of township 11, range 13 east, containing one hundred & ten $\frac{10}{100}$ acres; also, No. 15, tract $\frac{1}{4}$, Nos. 1, 2, & 4 of section No. 2 of township No. 11, range 12 east, containing three hundred & eleven $\frac{18}{100}$ acres; also, No. 152, lot No. 7, section —, township No. 11, range 12 east, containing one hundred and sixty $\frac{11}{100}$ acres; also, lot 27, No. 166 of section —, township No. 12, range No. 13 east, containing one hundred and sixty-four $\frac{28}{100}$ acres; also, No. 1047, or fractional section No. 38, township No. 12, of range No. 13 east, containing one hundred and sixty $\frac{68}{100}$ acres, be the same more or less, and containing in all twenty-two hundred and thirty-nine acres; also, 47 mules, 6 horses & mares, 15 yoke oxen, 55 head of stock and cattle, 30 ploughs, one set blacksmith's tools, 60 weeding hoes, 20 axes, and all the farming utensils upon or belonging to said plantation; also, all the cotton and corn hanging by the roots, eighty head hogs, and all other stock belonging or appertaining to said plantation, be seized and sold to pay and satisfy said sum of thirty-seven thousand one
38 hundred & eighteen dollars & fifty cents, with interest thereon at the rate of seven per cent. per annum, from the 4th day of December, A. D. 1852, until paid, and for all costs and for general relief in the premises.

L. V. REEVES & A. N. OGDEN,
Att'ys for Petitioner.

(Endorsed:) Thirteenth district, parish of Tensas. No. 1242. Wal-

ter E. Bondurant vs. Albert Bondurant et al. Recorded June 22d, 1868, book E, p. 144 & 145. Filed January 30th, 1866. Frank M. Baker, clerk.

Revenue stamps to the amount of fifty cents, attached to petition, and cancelled January 30th, 1866. F. M. B., cl'k.

Citation.

13th dist. court.

THE STATE OF LOUISIANA,
Parish of Tensas:

WALTER ERNEST BONDURANT
vs.
ALBERT BONDURANT ET AL. } No. 1242.

To Horace Bondurant, a resident of the parish and State aforesaid:

You are hereby cited to comply with the demand contained in plaintiff's petition, a certified copy of which accompanies this citation, or to file your answer, in writing, to the same in the office of the clerk of said court, at the town of St. Joseph, within ten days of service hereof.

Witness the Hon. E. D. Farrar, judge of said court, and
39 the seal thereof, this 31st day of January, A. D. 1866.

[L. S.] FRANK M. BAKER, *Clerk.*

(Endorsed:) 1242. Walter Ernest Bondurant vs. Albert Bondurant et al. Original. Filed March 8th, 1866. Frank M. Baker, clerk.

Sheriff's return.

Rec'd the 31st of January, A. D. 1866, and on the 1st day of March, A. D. 1866, I served a true copy of the within citation, together with certified copy of plaintiff's petition on Horace Bondurant in person and in this parish.

G. W. WILLIAMS, *Sh'ff.*

Citation.

13th dist. court.

THE STATE OF LA.,
Parish of Tensas:

WALTER ERNEST BONDURANT
vs.
ALBERT BONDURANT ET AL. } No. 1242.

To John Bondurant, a resident of the parish and State aforesaid:

You are hereby cited to comply with demand contained in plaintiff's petition, a certified copy of which accompanies this citation, or to file your answer, in writing, to the same, in the office of the clerk of said court at the town of St. Joseph, within ten days after service hereof.

Witness the Hon. Edgar D. Farrar, judge of said court, and the seal thereof, this 31st day of January, A. D. 1866.

[L. S.] FRANK M. BAKER, *Clerk.*

40 *Sh'ff's return.*

Rec'd the 2nd of February, 1866, and on the same day, month, and year served a true copy of the within citation, together with certified copy of plaintiff's petition, on John Bondurant, in person and in this parish.

G. W. WILLIAMS, *Sheriff.*

(Endorsed:) 1242. Walter Ernest Bondurant vs. Albert Bondurant et al. Original. Filed March 8th, 1866. Frank M. Baker, clerk.

Citation.

13th dist. court.

THE STATE OF LOUISIANA,
Parish of Tensas:

WALTER ERNEST BONDURANT
vs.
ALBERT BONDURANT ET AL. } No. 1242.

To Albert Bondurant, a resident of the parish and State aforesaid:

You are hereby cited to comply with the demand contained in plaintiff's petition a certified copy of which accompanies this citation, or to file your answer, in writing, to the same, in the office of the clerk of said court, at the town of St. Joseph, within ten days after service hereof.

Witness the Hon. Edgar D. Farrar, judge of said court, and the seal thereof, this 31st day of January, A. D. 1866.

[L. S.] FRANK M. BAKER, *Clerk.*

Sh'ff's return.

Rec'd the 31st of January, A. D. 1866, and served the same February
41 the 26th, A. D. 1866, by handing a true copy of the within citation, together with a certified copy of plaintiff's petition, on A. Bondurant, in person and in this parish.

G. W. WILLIAMS, *Sh'ff.*

(Endorsed:) 1242. Walter Ernest Bondurant vs. Albert Bondurant et al. Original. Filed March 8th, 1866. Frank M. Baker, clerk.

Exceptions.

13th dist. court, Tensas Parish, La, Nov. term, 1866.

WALTER E. BONDURANT
vs.
ALBERT BONDURANT ET AL. } No. 1242.

The defendants in the above-styled suit, now appealing for this purpose only, plead by way of dilatory exception founded in law, that they now, either of them, have ever been served with a copy of plaintiff's petition or duly and legally notified of plaintiff's demand.

Wherefore they pray to be hence dismissed, and not held to answer

until duly served, cited, and notified according to law. And they further pray for general relief in the premises.

THOS. P. FARRAR ET ALS.,
Att'ys for Defendants.

(Endorsed:) 1242. Walter E. Bondurant vs. A. Bondurant et als. Exceptions. Filed November 13th, 1866. Frank M. Baker, clerk.

42 *Motion and aff't for continuance.*

13th dist. court, Tensas.

WALTER E. BONDURANT
vs.
ALBERT BONDURANT ET ALS. } No. 1242.

The defendants in the above cause come and move the court for a continuance thereof until the next term of this honorable court. They further show as cause for said order of continuance that they have, as they believe, a good and valid defense against the pl'ff's demand, that there have been large and numerous payments made by them as set forth in their answer. They further aver that the plaintiff in this cause, as the heir and representative of his deceased father, Wm. Bondurant, is bound to return and collate to the succession of Dan'l M. and E. P. Bondurant, dec'd, large sums of money as stated in the answer of these defendants; and these defendants are advised by their counsel that they have the right to compensate the amt. due them by collation as aforesaid against plaintiff's demands in this cause. That they will be able to prove that the sums aforesaid were rec'd by Wm. Bondurant, dec'd, as stated in their answer, and that it will be necessary to grant them a continuance of this cause to enable them to obtain said proofs. They aver that due diligence has been used to obtain said proofs, and
43 that this application is not made for delay but to obtain justice.

T. P. FARRAR,
MAYS & SPENCER, &
LEWIS & DRAKE,
Attorneys.

STATE OF LOUISIANA,
Parish of Tensas:

Albert Bondurant, one of the defendants in the above-named cause, being sworn, deposes that the facts stated and allegations made in the foregoing application for continuance are true.

ALBERT BONDURANT.

Sworn to & subscribed before me this 15th day of Nov'r, 1866.
FRANK M. BAKER, *Clerk.*

(Endorsed:) W. E. Bondurant vs. A. Bondurant et als. No. 1242. Motion and affidavit for continuance. Filed Nov'r 16th, 1866. I. M. Duffenwierth, d'y clerk.

Answer.

13th dist. court, parish Tensas, La.

WALTER BONDURANT
vs.
ALBERT, JOHN, & HORACE BONDURANT. }

Albert Bondurant, John Bondurant, and Horace Bondurant, made

defendants in the above styled suit, appear by their undersigned counsel, and for answer to plaintiff's petition deny each and every allegation therein contained, except such as may be hereinafter admitted. Defendants admit the execution of the mortgage sued on, but aver that they have paid at various times from 1854 to 1862, on said mortgage,
44 the sum of nearly thirty thousand dollars.

Further answering, they aver that William Bondurant, by representation of whom plaintiff holds and claims the mortgage sued on, received in advance of his interest in the succession of Dan'l M. and E. P. Bondurant advantages and sums of money amounting to twenty-five thousand eight hundred and fifty dollars ($25,850), as shewn by the annexed statement, marked A, which sum the plaintiff in this cause, as the heir and representative of the said Wm. Bondurant, is bound to return and collate to the succession of said common ancestors D. M. and E. P. Bondurant, and your respondents are entitled to a credit on the mortgage sued upon, to the amount of their virite portions of the amount to be so collated, to bear even date with said mortgage and to extinguish interest on that amount from the date of said notes.

Wherefore they pray judgment decreeing the extinction of the mortgage sued by payment and compensation as aforesaid, and to be hence dismissed with their costs, and for general relief.

THOS. P. FARRAR,
MAYS & SPENCER, AND
LEWIS & DRAKE,
For Defendants.

Statement A.

Succession of Wm. Bondurant to successions of D. M. and E. P. Bondurant, Dr.

45 To rent of 400 acres land of Pleasant View Plantation, in Tensas Parish, during the years 1839, 1840, 1841, 1842, & 1843, @ $5.00 per acre per annum..... 10,000 00
To hire of six slaves belonging to the succession of Dan'l M. Bondurant, for the years 1839, '40, '41, '42, & '43.... 3,600 00
To hire of mules, &c., belonging to succession of D. M. Bondurant..... 1,000 00
To 9,000 cords of wood, cut & sold off said rented land, @ $1.25 per cord..... 11,250 00

$25,850 00

(Endorsed:) 1242. Walter E. Bondurant vs. Albert Bondurant et al. Recorded. Filed Nov'r 16th, 1866. J. M. Deiffenwierth, d'y clerk.

Judgment.

13th dist. court.

STATE OF LOUISIANA,
Parish of Tensas:

WALTER E. BONDURANT
vs.
ALBERT BONDURANT. } No. 1242.

This case coming on for trial, and after hearing the parties by their

counsel, and the law and the evidence being in favor of the plaintiff, Walter E. Bondurant, and against the defendants, Albert Bondurant, John Bondurant, and Horace Bondurant, it is, by reason thereof, ordered, adjudged, and decreed that the plaintiff do have and recover judgment against the defendants in solido for the sum of thirty-seven
46 thousand one hundred and eighteen dollars and fifty cents, with interest at the rate of seven per cent. per annum, from the 4th day of December, A. D. 1862, until paid, subject to a credit of five thousand and eighteen dollars and sixteen cents, of date March 22d, A. D. 1874; and it is further ordered, adjudged, and decreed that the authentic act of mortgage which is the basis of this action be and the same is hereby rendered executory and ordered to be executed, and the following land therein described seized and sold to pay and satisfy: The Pleasant View plantation, being a certain tract of land situated on the Mississippi River, opposite Bruinsburg, and being the same conveyed to D. M. Bondurant by Dunlap & Green, containing six hundred and seventy-three (673) acres, also a tract adjoining the above-mentioned tract on the upper side, fronting on the Mississippi River, being the same conveyed to the said D. M. Bondurant by the heirs of Nailor, containing two hundred & seven (207) acres; also No. 960 of section 39 of township 12, of range 13 east, containing one hundred and forty eight $\frac{67}{100}$ acres; also No. 122, lot No. 6, of section — of township 11, range 13 east, containing one hundred & ten $\frac{10}{100}$ acres; also No. 151, tract $\frac{1}{4}$, Nos. 12 & 4 of section No. — of township No. 11, range No. 12 east, contain-
47 ing three hundred and eleven $\frac{18}{100}$ acres; also No. 152, lot No. 7 of section —, township No. 11, range 12 east, containing one hundred and sixty $\frac{11}{100}$ acres; also lot 27, No. 166 of section —, township No. 12, range No. 13 east, containing one hundred and sixty-four $\frac{28}{100}$ acres; also lot 1047, or fractional section No. 38, township No. 12, of range No. 13 east, containing one hundred & sixty $\frac{68}{100}$ acres, be the same more or less, and containing in all twenty-two hundred and thirty-nine acres. Read and signed in open court this 14th day of November, A. D. 1867.

E. D. FARRAR,
Judge 13th District.

(Endorsed:) 13th district court. Parish of Tensas. 1242. W. E. Bondurant vs. Albert Bondurant et als. Judgment. Filed Nov'r 14th, 1867. Frank M. Baker, clerk.

Fi. fa.

13th dist. court.

STATE OF LOUISIANA,
Parish of Tensas:

W. E. BONDURANT
vs.
ALBERT BONDURANT ET ALS. } No. 1242.

The State of Louisiana and said court to the sheriff of the parish of Tensas, greeting:

We command you that by seizure and sale of property, real and personal, rights and credits of Albert Bondurant, Horace Bondurant, and John Bondurant, and especially the following lands, to wit: The
48 Pleasant View plantation, being a certain tract of land situated

on the Mississippi River, opposite Bruinsburg, and being the same conveyed to D. M. Bondurant by Dunlap and Green, and contains six hundred and seventy-three (673) acres; also a tract adjoining the above-mentioned tract, on the upper side fronting on the Mississippi River, being same conveyed to D. M. Bondurant by heirs of Nailor, containing two hundred & seven (207) acres; also No. 960 of section 39 of township twelve, of range 13 east, cont'g one hundred and forty eight $\frac{67}{100}$ acres; also No. 22 of lot No. 6, of section of township 11, range 13, containing one hundred and ten $\frac{10}{100}$ acres; also No. 151, tract $\frac{1}{4}$, Nos. 1, 2, & 4 of section No. 2, township 11, range twelve east, containing three hundred and eleven $\frac{18}{100}$ acres; also No. 152 of lot No. 7, section township 11, range 12 east, containing one hundred and sixty $\frac{11}{100}$ acres; also lot No. 27 of No. 166, of section township 12, range 13 east, containing one hundred and sixty-four $\frac{28}{100}$ acres; also lot 1047 of fractional section No. 38, township 12, range 13 east, containing one hundred and sixty $\frac{8}{100}$ acres, be the same more or less, and containing in all twenty-two hundred and thirty-nine acres of the said parish of Tensas, in the manner prescribed by law, you cause to be made the sum
49 of 37,118.50 dollars, with interest thereon at the rate of seven per cent. per annum until paid, from 4th December, A. D. 1862, subject to a credit of five thousand and eighteen $\frac{16}{100}$ dollars, to date March 22d, A. D. 1854; and also the sum of forty-three dollars and ten cents, costs of suit, as well as the costs of this writ, and the service thereof, to satisfy a judgment rendered in our said district court on the 14th day of November, A. D. 1867, in favor of the said W. E. Bondurant and against the said Albert Bondurant et al. as aforesaid; and how you shall have executed this writ make return in seventy days. Herein fail not.

Witness the honorable E. D. Farar, judge of said court, and the seal thereof, this 9th day of December, 1867.

[L. S.] FRANK M. BAKER, *Clerk.*

Sh'ff's return.

Received the 9th December, 1867, and served this writ as follows, to wit, I seized on the 25th day of December, A. D. 1867, the following described property belonging to defendants, to wit, the Pleasant View plantation, containing 673 acres, also a tract adjoining the above-mentioned tract on the upper side, and being the same conveyed to D. M. Bondurant by heirs of Nailor, containing two hundred & seven acres; also No. 960 of section 39, T. 12, R. 13 east, containing $148\frac{67}{100}$
50 acres; also 122 of lot 6 of section of T. 11, R. 13, containing $110\frac{10}{100}$ acres, $311\frac{18}{100}$ acres in T. 11, R. 12 east, $160\frac{11}{100}$ acres in same township and range, $164\frac{28}{100}$ acres in T. 12, R. 13, $160\frac{8}{100}$ acres in same township and range, containing in all 2,239 acres; served notice of seizure on the same day of making seizure by posting the same at the court-house door, the defendants being non residents of this State. On the 28th day of December, A. D. 1867, I advertised said property for sale, to take place at the court-house door in this parish, on Saturday, the 1st day of February, A. D. 1868, for cash; said advertisement was made by publication in the "Tensas Parish Gazette," a weekly newspaper published in this parish, for more than thirty clear day' prior to said day of sale. On said 1st day of February, A. D. 1868, I repaired to said place of sale, and within the hours by law prescribed, after having read the writ, advertisement, certificate of mortgages and appraise-

ment, I offered said property for sale, when W. F. Bondurant bid the sum of four thousand four hundred and seventy-eight dollars therefor, which being the last and highest bid and two-thirds of the appraised value thereof, I struck off and publically adjudicated the same to him, and this writ is entitled to a credit of the amount of said bid.

51 *Advertisement.*

13th dist. court.

STATE OF LOUISIANA,
Parish of Tensas:

WALTER E. BONDURANT
vs.
ALBERT BONDURANT. } No. 1242.

By virtue of the above-styled writ of fi. fa. to me directed from above honorable court, I have seized and on Saturday, the 1st day of February, A. D. 1868, I will offer for sale at the court-house door in this parish the following described property belonging to defendants in the above-styled suit, to wit:

The Pleasant View plantation, being a certain tract of land situated on the Mississippi River opposite Bruinsburg, and being the same conveyed to D. M. Bondurant by Dunlap and Green, and containing six hundred and seventy-three (673) acres; also a tract adjoining the above-mentioned tract on the upper side and fronting on the Mississippi River, being same conveyed to D. M. Bondurant by heirs of Nailor, and containing two hundred and seven (207) acres; also No. 960 of section thirty-nine of township twelve of range thirteen east, containing one hundred and forty-eight $\frac{67}{100}$ acres; also No. 22 of lot No. 6 of section of township eleven, range thirteen, containing one hundred and ten $\frac{10}{100}$ acres; also No. 151, tract $\frac{1}{4}$, Nos. 1, 2, & 4 of section No. 2, of township 11, R. 12
east, containing three hundred and eleven $\frac{18}{100}$ acres; also No. 152,
52 lot No. 7, section , township 11, range 12 east, containing one hundred and sixty $\frac{11}{100}$ acres; also lot No. 27, No. 166 of section , township twelve, range thirteen east, containing one hundred and sixty-four $\frac{28}{100}$ acres; also lot No. 1047 of fractional section of No. 38, township twelve, range thirteen east, containing one hundred and sixty & $\frac{8}{100}$ acres. Terms of sale, cash.

G. W. WILLIAMS, *Sh'ff.*

Sheriff's office, St. Joseph, La., Dec'r 28th, 1367.

(Endorsed:) No. 487. W. E. Bondurant vs. Albert Bondurant et al. No. 1242, & debt $37,118.50, subject to a credit of five thousand and eighteen $\frac{16}{100}$ dollars. Interest at seven per cent.; clerk's costs, $34.20; sheriff's do, 7.80; increase, ; writ and return, 1.10. Returned & filed February 14th, 1868. J. Whittey Miller, d'y clerk.

Appraisement.

13th dist. court.

THE STATE OF LOUISIANA,
Parish of Tensas:

W. E. BONDURANT
vs.
ALBERT BONDURANT ET AL. } No. 1242. Fi. fa.

We, C. G. Nichols and James E. Nichols, appointed appraisers in the

above-styled matter, do solemnly swear that we will well and truly appraise and true value set on the property seized under the above-styled writ of fi. fa. and belonging to the above defendants, to the best of
53 *of* our knowledge and abilities, so help us God.

C. G. NICHOLS.
J. E. NICHOLS.

Sworn to & subscribed before me this day of February, A. D. 1868.

THE STATE OF LOUISIANA,
Parish of Tensas:

We, C. G. Nichols and James E. Nichols, sworn appraisers in the above matter, appraise the property as follows, to wit: The Pleasant View plantation, containing six hundred and seventy-three acres, @ ; also a tract adjoining the above-mentioned tract on the upper side, and being the same conveyed to D. M. Bondurant by heirs of Nailor, containing two hundred and seven (207) acres; also No. 960 of section 39, T. 12, R. 13 E., containing 148 $\frac{67}{100}$ acres, @ ; also 122 of lot No. 6 of section , of T. 11, R. 13, containing one hundred and ten $\frac{10}{100}$ acres, @ .

311.18 acres in township 11, range 12 E.——, @
160.11 " " " " " " " "——, "
164.28 " " " " " " " "——, "
160.8 " " " " " " " "——, "

containing in all 2,239 acres, more or less, appraised at three ($3.00) dollars per acre, amounting to $6,717.00.

C. G. NICHOLS.
J. E. NICHOLS.

(Endorsed:) W. E. Bondurant vs. Albert Bondurant et al.
54 1242. Appraisement. Filed Febr'y 14th, 1868. J. Whitty Miller, d'y clerk.

Certificate of mortgage.

THE STATE OF LOUISIANA,
Parish of Tensas:

I, Thos. W. Castleman, recorder, do hereby certify that there does not exist of record in my office any mortgage, lien, or encumbrance on the following-described property belonging to Albert, John, & Horace Bondurant, situate in this parish, to wit: "The Pleasant View plantation, situate on the Mississippi River, and containing 673 acres; also a tract adjoining the above mentioned on the upper side fronting on the Mississippi River, conveyed to D. M. Bondurant by heirs of Nailor, and containing 207 acres; also No. 960 of section 39 of T. 12, R. 13 E., cont'g 148.67 acres; also No. 122, or lot No. 6, of sec. , T. 11, R. 13, cont'g 110.10; also No. 151, tract ¼, Nos. 1, 2, & 4 of sec. No. 2 of T. 11, R. 12 E., containing three hundred and eleven $\frac{18}{100}$ acres; also No. 152, lot 7, section , T. 11, R. 12 E, 160 $\frac{11}{100}$ acres; also lot No. 27, No. 166 of section , T. 12, R. 13 E., 164.28 acres; also lot No. 1047, or frac. sec. No. 38, T. 12, R. 13, 160 $\frac{8}{100}$ acres, except the following, to wit: A conventional mortgage in favor of the sheriff of Tensas, or in favor of Walter Ernest Bondurant to secure the payment $37.118.50, dated 4th
55 day of December, 1852, recorded December 6th, same year, and reinscribed September 8th, 1865.

A conventional mortgage, given by John Bondurant in favor of Virginia Sims, to secure the sum of $16,956.06, evidenced by the two promissory notes of him, said Bondurant, dated 26th of Febr'y, 1861, drawn to his own order and by him endorsed, payable at the counting-room of I. C. & R. S. Ricks, in New Orleans, on the 1st of Jan'y, 1862; one for $11,933.96, and the other for $4,662.10; said mortgage is dated 26th of Febr'y, 1861, and recorded Jan'y 22d, 1866.

A judicial mortgage in favor of Walter E. Bondurant for the sum of $37,118.50, with 7 % interest from 4th of Dec., 1862, till paid, subject to a credit of $5,018.16, of date March 22d, 1854; said judgment is dated Nov'r 14th, 1867, and recorded same day.

Witness my hand and seal of office this 31st day of January, 1868.

THOS. W. CASTLEMAN,
Recorder.

(Endorsed:) Walter E. Bondurant vs. Albert Bondurant et al. 1242, Certificate of mortgage. Filed February 14th, 1868. J. Whitty Miller. d'y clerk.

Petition, order, &c.

To the judge of the 13th district court of the State of Louisiana, in and for the parish of Tensas:

56 Your petitioner, Ella Felix Bondurant, a femme sole, respectfully shews: That she is the surviving widow of the late Walter E. Bondurant, deceased, and has been duly recognized and appointed as his testamentary executrix by the parish court of Tensas Parish, and is also the natural tutrix of his only surviving minor child, the only issue of the marriage of your petitioner with said deceased. That in his lifetime, to wit, in the month of February, A. D. 1868, the said Walter E. Bondurant, under a writ of sale issued from said court under a judgment making a mortgage executory against the Pleasant View Plantation, and lands thereto attached, became the purchaser at sheriff's sale of said mortgaged plantation and attached lands; that subsequent to said purchase A. C. Watson recovered in the United States circuit court of the said Walter E. Bondurant a portion of said land, subject to said mortgage, viz, certificate No. 152, being lot (or fractional section) No. 7, in township 11 north, of range 12 east, containing $164.11 acres; but that said land has been held still subject in the hands of said Watson to the mortgage in favor of the said W. E. Bondurant,

57 deceased, which said mortgage contains the fact of non-alienation.

Petitioner shews further that the aforesaid writ of sale was returned in the lifetime of the said W. E. Bondurant, with satisfaction pro tanto entered thereon, and that it is expedient and essential that a new or alias writ of sale should issue under said judgment, which is styled on the docket of your said court W. E. Bondurant vs. Albert Bondurant et al., No. 1242, in order to force the sale of said lot 7 in the hands of said Watson, for the satisfaction of said judgment and mortgage which is only partially paid, and that said new or alias writ should issue in the name of your petitioner as testamentary executrix and natural tutrix aforesaid, and that it is further necessary that a curator ad hoc should be appointed to represent one of the defendants, Albert Bondurant, who is a absentee residing in the State of Illinois.

Wherefore your petitioner prays that said judgment be revived in her name as testamentary executrix and as natural tutrix aforesaid, that an alias execution or writ of sale issue under said judgment against said

lot 7, and that a curator ad hoc be appointed to represent the ab-
58 sentee, Albert Bondurant, upon whom service of notice of seizure should be made, and for general relief.

SAM'L R. & C. L. WALKER, &
THOS. P. FARRAR,
Atty's for Mrs. Ella F. Bondurant.

Affidavit.

STATE OF LOUISIANNA,
Parish of Tensas:

Thos. P. Farrar makes oath that he is one of the attorneys for Mrs. Ella F. Bondurant, plaintiff in the foregoing petition, the allegations of which are true. That said Mrs. Ella F. Bondurant is absent from the State, and that the district judge of this district is now absent from this parish.

THO'S P. FARRAR.

Sworn to & subscribed before me this 15th June, 1875.
CHAS. E. STEELE, *Clerk.*

Reviral of judgment.

STATE OF LOUISIANA,
Parish of Tensas:

IN CHAMBERS.

On the foregoing shewing and the law and the evidence it is ordered that the judgment in the district court styled W. E. Bondurant vs. Albert Bondurant et als., No. 1242 on the docket thereof, be and the same is hereby revived in the name of Mrs. Ella F. Bondurant, testamentary executrix and natural tutrix, as plaintiff therein in place and stead of the deceased husband, Walter E. Bondurant; that an alias writ of sale and execution issue under said judgment in her name as plaintiff in
59 her said fiduciary capacities, against defendants for the sale of lot 7, township 11 north, of range 12 east, containing $164.11 acres, and that George W. Lewis be, and he is hereby, appointed to represent the absent defendant, Albert Bondurant, as curator ad hoc. The district judge being absent, the parish judge grants this order.

Done and signed at chambers 15th June, 1875.

C. C. CORDILL,
Parish Judge.

(Endorsed:) 1242. W. E. Bondurant vs. Albert Bondurant et al. 1242. Petition and order of revival and appointment of curator ad hoc, &c. Filed June 15th, 1875. Chas. E. Steele, clerk.

Fi. fa.

13th dist. court.

STATE OF LOUISIANA,
Parish of Tensas:

W. E. BONDURANT
vs.
ALBERT BONDURANT ET AL. } No. 1242.

Revived in the name of Mrs. Ella F. Bondurant, test. executrix & nat. tutrix, vs. Albert Bondurant et al.

The State of Louisiana and said court to the sheriff of the parish of Tensas, greeting:

We command you that by seizure and sale of the following described

property of Albert Bondurant, John Bondurant and Horace Bon-
60 durant, to wit, lot No. seven, section 11, township No. eleven, rang' twelve east, containing one hundred and sixty 11 acres, being certificate No. 162 of the said parish of Tensas, in the manner prescribed by law, you cause to be made the sum of thirty-seven thousand one hundred and eighteen dollars and fifty cents debt, with interest thereon at the rate of seven per annum until paid, from the 4th Dec'r, 1862, subject to a credit of five thousand and eighteen 18 dollars, paid March 22d, 1854, and also a credit of four thousand four hundred and seventy-eight dollars, paid Feb'ry 1st, 1868, and also the sum of dollars cents costs of suit, as well as the costs of this writ, and the service thereof, to satisfy a judgment rendered in our said 13th dist. court on the fourteenth day of November, A. D. 1867, in favor of the said plaintiff and against the said defendants as aforesaid, and how you shall have executed this writ make return in seventy (70) days. Herein fail not.

Witness the Hon. Wade H. Hough, judge of said court, and seal thereof. this 15th day of June, 1875.

[L. S.] CHAS. E. STEEL,
Clerk.

Sheriff's return.

Received the within writ of sale on the 15th day of June, A. D. 1875, and on the 17th day of June, A. D. 1875, I seized and took into
61 my possession the following tract of land, situated in this parish, to wit, lot No. 7, in section , township eleven, range twelve east, containing one hundred and sixty 11 acres, being certificate 152, and on the same day I gave due and legal notice of said seizure to John Bondurant in person and in writing; and on the 25th of July, A. D. 1875, I gave due and legal notice of said seizure in writing to Horace Bondurant, and on said 17th day of June, A. D. 1875, I gave due and legal notice of said seizure to Albert Bondurant by handing same to his curator ad hoc, George W. Lewis, and having placed said land in the possession of my custodian, John H. Bondurant, and was about to advertise said property for sale according to law, when I was met and stopped by an injunction from the 13th district court of Tensas Parish, issued in the suit styled Franke Watson vs. Mrs. Ella F. Bondurant, ex'x & tutrix, and the sheriff, and numbered 2457 on the docket of said court. Whereupon I hold this writ subject to the further order of said court.

A. J. BRYANT, *Sheriff*,
By C. S. KINNEY, *D'y do.*

(Endorsed:) 746. W. E. Bondurant vs. Albert Bondurant et
62 al. 1242. Revived in the name of Mrs. Ella F. Bondurant, test. executrix and nat. tutrix, vs. Albert Bondurant et al. No. 1242. Writ of sale. Am't of debt, $37,118.50; 7% from Dec. 4, '62, subject to a credit of 5,018.00; p'd 22 March, 1854, & Feb'ry 1st, 1868, 4,478.00. Clerk's costs, ; sheriff's do., ; increase, . Filed October 11th, 1875. Joseph Curry, d'y clerk.

Notice of seizure.

13th dist. court.

THE STATE OF LA.,
Parish of Tensas:

W E. BONDURANT
vs.
ALBERT BONDURANT ET AL. } No. 1242.

Revived in the name of Mrs. E la F. Bondurant, test. executrix and nat. tutrix, vs. Albert Bondurant et als. No. 1242.

To Horace Bondurant:

Please to take notice that by virtue of an alias writ of seizure and sale to me directed from the above named honorable court and styled as above, I have seized and three days after service hereof will proceed to advertise for sale according to law all your right, title, and interest
63 in and to the following described property, to wit: lot No. 7, section , township No. eleven, range twelve east, containing one hundred and sixty 11 acres, being certificate No. 152, to pay and satisfy plaintiff's demand and costs of these proceedings. You are also notified to have your appraiser at the court-house door, in the town of St. Joseph, at eleven o'clock a. m., on Saturday, the seventh day of August, A. D. 1875, to value said property according to law.

This the seventeenth day of June, A. D. 1875.

A. J. BRYANT,
Sheriff,
By C. S. KINNEY,
D'y Sheriff.

Sheriff's return.

STATE OF LOUISIANA,
Parish of Catahoula:

PARISH OF CATAHOULA.

Rec'd the within notice of seizure on the 22d day of July, A. D. 1875, and on the 23d day of same month and year I served the same by handing a true copy of the within to Horace Bondurant in person and in this parish, 17 miles from the court-house.

JNO. S. BOUTNER,
D'y Sheriff.

(Endorsed:) W. E. Bondurant vs. Albert Bondurant et al. No. 1242. Revived in the name of Mrs. Ella F. Bondurant, test. ex'x & nat. tutrix, vs. Albert Bondurant et al. No. 1242. Notice of seizure to
64 Horace Bondurant. Catahoula Parish. Filed October 11th, 1875. Joseph Curry, d'y clerk.

Notice of seizure.

13th dist. court.

THE STATE OF LA.,
Parish of Tensas:

W. E. BONDURANT
vs.
ALBERT BONDURANT ET AL. } No. 1242.

Revived in the name of Mrs. Ella F. Bondurant, test. ex'x & nat. tutrix.

To John Bondurant:

Please to take notice that by virtue of a writ of an alias writ of seiz-

ure and sale to me directed from the above named honorable court and styled as above, I have seized, and three days after service hereof will proceed to advertise for sale according to law, all your right, title, and interest in and to the following described property, to wit, lot No. 7, section , township No. eleven, range twelve east, containing one hundred and sixty $\frac{11}{}$ acres, being certificate No. 152, to pay and satisfy plaintiff's demand and costs, as well as costs of these proceedings. You are hereby notified to have your appraiser at the court-house door, in the town of St. Joseph, at eleven o'clock a. m. on Saturday, the seventh day of August, A. D. 1875, to value said property according to law.

This the seventeenth day of June, A. D. 1875.

A. J. BRYANT,
Sheriff,
By C. S. KINNEY,
D'y Sh'ff.

65 *Sheriff's return.*

Received the alias writ of seizure and sale, styled as within, and dated June 15th, 1875. On the 17th June, 1875, I executed said writ. by seizing and taking into my possession lot No. 7, section township No. eleven, range twelve east, containing one hundred and sixty $\frac{11}{100}$ acres; being certificate No. 152. I placed thereupon said land in the possession of John H. Bondurant as custodian, and my deputy pro hoc vice, and took his written receipt therefor. And I also then and there notified Oliver Gardner, the lessee of a portion of said land, of said seizure and of said possession, and I thereupon handed to John Bondurant, one of the defendants, in person, and in this parish, a copy of the within notice of seizure, and also handed a copy of said notice to George W. Lewis, curator ad hoc, representing the absentee defendant, Albert Bondurant, in person, and in this parish.

June 17th, 1875.

A. J. BRYANT,
Sheriff,
By C. S. KINNEY,
D'y Sh'ff.

(Endorsed:) W. E. Bondurant vs. Albert Bondurant et al. No. 1242. To John Bondurant. Filed October 11th, 1875. Jos. Curry, dy. clerk.

66 *Notice of seizure.*

13th dist. court.

THE STATE OF LA.,
Parish of Tensas:

W. E. BONDURANT
vs.
ALBERT BONDURANT ET AL. } No. 1242.

Revived in the name of Mrs. Ella F. Bondurant, test. ex'x & nat. tutrix, vs. Albert Bondurant et al. No. 1242.

To Albert Bondurant (G. W. Lewis, curator ad hoc):

Please to take notice that by virtue of an alias writ of seizure and sale to me directed from the above named honorable court, and styled

as above, I have seized, and three days after service hereof will proceed to advertise for sale, according to law, all your right, title, and interest in and to the following described property, to wit, lot No. 7, section , township No. eleven, range twelve east, containing one hundred and sixty $\frac{11}{100}$ acres, being certificate No. 152, to pay and satisfy plaintiff's demand and costs, as well as costs of these proceedings. You are also notified to have your appraiser at the court-house door, in the town of St. Joseph, at eleven o'clock a. m., on Saturday, the seventh day of August, A. D. 1875, to value said property according to law.

This the seventeenth day of June, A. D. 1875.

A. J. BRYANT, *Sheriff*,
By C. S. KINNEY, *D'y do.*

67 *Sheriff's return.*

Received the alias writ of seizure and sale styled as within, and dated June 15th, 1875; on the 17th June, 1875, I executed said writ by seizing and taking into my possession lot No. 7, section , township No. eleven, range twelve east, containing one hundred and sixty $\frac{11}{100}$ acres, being certificate No. 152; I placed, thereupon, said land in the possession of John H. Bondurant, as custodian, and my deputy pro hoc vice, and took his written receipt therefor; and I also notified Oliver Gardner, the lessee of a portion of said land, of said seizure and of said possession, and I thereupon handed to John Bondurant, one of the defendants in person and in this parish, a copy of the within notice of seizure, and also handed a copy of said notice to George W. Lewis, curator ad hoc, representing the absentee, Albert Bondurant, in person and in this parish, June 17th, 1875.

A. J. BRYANT, *Sheriff*,
by C. S. KINNEY, *D'y Sh'ff.*

(Endorsed:) W. E. Bondurant v. Albert Bondurant et al., No. 1242. Revived in the name of Mrs. Ella F. Bondurant, test. ex'x and nat. tutrix to Albert Bondurant, G. W. Lewis, curator ad hoc. Filed October 11th, 1875. Jas. Curry, d'y clerk.

68 *Bond.*

13th district court.

W. E. BONDURANT
vs } No. 1242.
ALBERT BONDURANT ET AL.

THE STATE OF LOUISIANA.

Mrs. Ella F. Bondurant, test. ex'x and nat. tutrix, v. Albert Bondurant et al., No. 1242.

Be it known that we, Franke Watson, as principal, and Robert Murdock, of said parish, as surety, are held and firmly bound unto the plaintiff in above-styled suit in the full sum of sixteen hundred dollars, lawful money, being one-half over and above the estimated value of the property seized in above-styled suit, said Franke Watson being the defendant in execution as far as said seizure is concerned, for the payment whereof we bind ourselves in solido by these presents this 15th day of January, A. D. 1875.

Now, the condition of this obligation is such that if the said Franke Watson shall faithfully deliver the property so seized in case it should be decreed to be sold under said seizure at the time it shall be decreed and advertise' for sale, then this obligation to be null and void, else to remain in full force and effect.

FRANKE WATSON.
ROBT. MURDOCK.

Approved:
C. S. KINNEY, *D'y Sheriff.*

69 (Endorsed:) 1242. Bondurant vs. Bondurant. Forthcoming bond of Franke Watson. Filed January 17th, 1876. Jas. Curry, d'y clerk.

Affidavit of T. P. Farrar.

STATE OF LOUISIANA,
Parish of Tensas:

Personally came and appeared before me, the undersigned authority, Thomas P. Farrar, who, being duly sworn, deposes and says: That he is counsel for the defendant, Mrs. Ella F. Bondurant, in the suit numbered 2457, on the docket of the 13th district court, parish of Tensas, and styled Franke Watson vs. Mrs. Ella F. Bondurant, ex'x & tutrix; that since the trial and judgment on the opposition to the application for removal to the U. S. circuit court, made and filed by said defendant, he has discovered new evidence material to the suit, although he had used every effort and diligence in his power to procure the necessary testimony; that the new evidence discovered is the fact that Thos. P. Clinton, esq., an attorney-at-law practising in New Orleans, was consulted by Mrs. Bondurant as to whether her residence in the State of Louisiana would forfeit her citizenship in the State of Mississippi, and that in his advising her that it would not, she remained in Louis-
70 iana, intending to retain her citizenship in the State of Mississippi; and that this consultation was had with reference to this very case of Watson vs. Bondurant; that his client, Mrs. Bondurant, is absent from the parish now and was absent at the time this opposition was made and tried; and that all the facts stated in this affidavit are of his personal knowledge.

THOS. P. FARRAR.

Sworn & subscribed before me this 20th day of October, 1875.
CHAS. E. STEELE, *Clerk.*

Filed Oct. 20th, 1875.
CHAS. E. STEELE, *Clerk.*

Protest and plea to jurisdiction.

13th dist. court, Tensas Parish, Louisiana. October term, 1875.

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, EX'X & TUTRIX, & sh'ff. } 2457.

The defendant in said cause, Mrs. Ella F. Bondurant, executrix and tutrix, etc. (a citizen of the State of Mississippi), now again appearing

for this purpose only, and aver'ing that, as defendant in said cause, entitled to remove said cause to the United States circuit court, under the act of the United States Congress of date 3rd March, 1875, she has heretofore made and filed her petition at the present term of this court
71 (which is the term at which said cause could be first tried), for the removal of said suit into the circuit court of the United States for the district of Lousiana, to be held in the district where said suit is pending, and that at the date of said making and filing she also, at the same time, made and filed with said petition her bond, with good and sufficient surety, for entering in such circuit court on the first day of its next session a copy of the record in said suit and for paying all costs that may be awarded by the said circuit court, if said court shall hold that said suit was wrongfully or improperly removed thereto; and that this honorable court has declined to accept said petition or to accept or notice said bond, and to proceed no further with said suit; but, on the contrary, insists on retaining jurisdiction of said cause and proceeding with the thereof.

Now, defendant personally and in her representative capacity, as a citizen of the State of Mississippi, respectfully enters this, her solemn protest, against any further action by this court in said cause, and respectfully declines to make any further appearance here in said cause, or in any way to recognize the further jurisdiction thereof herein.
72 Whereof she prays leave to file this, her solemn protest and plea to the jurisdiction, and prays for general relief in the premises.

S. R. & C. L. WALKER AND
T. P. FARRAR,
Atty's for Deft.

Filed October 22d, 1875.

CHAS. E. STEELE, *Clerk.*

Note of evidence.

13th district court of the parish of Te sas.

FRANKE WATSON
vs.
E. F. BONDURANT, EX'X & TUTRIX & SH'FF. } 2457.

Note of evidence.

Plaintiff offers in evidence deed from sheriff of Tensas to Albert, Horace, and John Bondurant, recorded in mortgage B. A., pages 821, 822, 823, & 824 on 6th Dec'r, 1852. Reinscription of the mortgage in above deed made in book C, page 367, on 8th Sept., 1865. Deed from John Bondurant & wife to A. C. Watson, sr., recorded in book D. page 435, recorded Nov'r 31st, 1854. Deed from Albert and Horace Bondurant to John Bondurant. Deed from Franke Watson to A. C. Watson, jr. Deed from A. C. Watson, jr., to Franke Watson.

Testimony.

HUGH TULLIS, sworn for plaintiff, states:

73 I am deputy recorder of this parish. The mortgage held by Mrs. Ella F. Bondurant, ex'x. and tutrix, against the property in contest was not reinscribed until 8th Sept., 1865, which was almost three

years after the mortgage had perempted and expired for want of reinscription, and has never been reinscribed since that time.

The original recording of the mortgage was made 6th Dec'r, A. D. 1852.

REEVE LEWIS, sworn for plaintiff, says:

The property in dispute in this case has been in the peaceable, open, notorious, and public possession of John Bondurant from the time he purchased up to the time he sold to A. C. Watson, sr., then in said possession of A. C. Watson, sr., from the time he purchased from John Bondurant & wife up to the time Franke Watson sold to A. C. Watson, jr., when A. C. Watson, sr., renounced his right to said land, then in the possession as aforesaid of A. C. Watson, jr., until he sold back to Franke Watson, and has been ever since in the possession of Franke Watson.

JAS. R. CURRELL and L. V. REEVES, sworn for plaintiff, say:

We are att'ys-at-law; the services of the attorneys employed
74 by plaintiff in injunction is well worth the sum of $250.00.

Taken down and filed in open court this 21 April, 1876.

JAS. CURRY,
Dy Clk.

Deed to A. J. & H. Bondurant.

Tenth dist. court.

Sheriff of Tensas to Albert, John, & Horace Bondurant.—Deed.

Succ'r of D. M. Bondurant.

THE STATE OF LOUISIANA,
Parish of Tensas:

Be it remembered that by virtue of an order of sale from the above honl. court to me directed, commanding the sheriff of the parish of Tensas to sell at public auction, upon the terms hereinafter to be expressed, the property hereinafter mentioned and described for the purpose of effecting a partition of the same in pursuance of a decree of partition rendered by said honl. court on the 12th day of October, 1852, between John and Horace Bondurant, plaintiffs, and Albert Bondurant, personally and as tutor of the junior Walter Ernest Bondurant, defendant, I, G. W. Williams, sheriff of the said parish of Tensas, did, on the 22d day of Oct., 1852, advertise for sale to take place on the premises in block on Saturday, the 4th day of December, 1852, the following described property in this parish, to wit: The Pleasant View plantation, being a
75 certain tract land situated on the Mississippi River opposite Bruinsburg, being the same conveyed to D. M. Bondurant by Dunlap & Green, containing six hundred & seventy-three (673) acres; also a certain tract of land adjoining the above-mentioned tract of the upper side fronting on the Mississippi River, being the same conveyed to said D. M. Bondurant by the heirs of Nailor, containing five hundred and seven arces (507); also lot No. 960, of section 39, of township twelve, of range 13 east, containing one hundred and forty-eight $\frac{65}{100}$ acres; also No. 122, lot 6, of section , of township 11, range 13 east, containing one hundred and ten $\frac{10}{100}$ acres; also No. 151, tract 1-11, Nos. 1, 2, & 4, of section No 2, township No. 11, range 12 east, containing three hundred and eleven $\frac{18}{}$ acres; also No. 152, lot 7, section , township No. 11, range No. 12 east, containing one hundred & sixty-four $\frac{10}{}$ acres, also lot 27, No.

166, of section , township No. 12, range No. 13 east, containing one hundred and sixty-four $\frac{20}{100}$ acres; also lot 1047, or fractional section, No. 38, township No. 12, of range 13 east, containing one hundred and sixty $\frac{68}{100}$ acres, be the same more or less, and containing in all twenty-two hundred and thirty-nine acres; also the following-named slaves
76 attached to and employed on said plantation, viz: Cily Williams, 74 years; Alvira Henderson, 38; Lydia Oxford, 30; Lucy Sample, 12; Angenette Williams, 23; Owena Spur, 2; Harriet 4 months, Simon 28 years, Eliza Coursey 31, Margaret 31, Isaiah 14, Prescilla 12, Horace 10, John 8, Osena 6, Phoeba 4, Sarah 30, John Sample 38, Levy 5, Virginia 1, John Lewis 31, Mary 31, Leamia 9, Dehlia Lewis 8, Dennis 5, Francis 5, Patsy 51, Julia 17, William Jackson 56, Celia 38, Jefferson 18, Ann 10, Amos 9, Enos 6, Eliza 3, Ezekiel 35, Celia 38, Jefferson 18, Ann 10, Amos 9, Enos 8, Peter Hodges 33, Young 11, Horatio 7, Adam 29, Pleasant 26, Montgomery 2, Davis 33, Mary 31, Mathew 13, Rachail 6, Thomas 28, Ann 25, Melly 7, Eliza 5, Perry 3, Salva 4 months, Sally 36, Barnes 4, Eve 31, Rebecca 7, Isaac 7, Robert 2, Louisa 13, Mary 30, Charlotte 19, Dave 3 months, Maria 15, Spencer 30, Julia 30, Richard 10, Jo Ducker 34, Milly 33, Davis 18, Rachail 17, Major 16, Caty 45, Gabrael 40, Rice 40, Walker 30, Grey 28, Amelto 2, Milly 22, Charles 5, Perry 3 3, Purnell 14, Davis 46; also 47 mules, 6 horses & mares, 15 yoke oxen, 55 head of stock cattle, 30 ploughs, one set of carpenter's tools, one set blacksmith tools, 60 weeding-hoes, 20 axes, and all other farming utensils upon or belong-
77 ing to said plantation; also all the cotton and corn hanging by the roots, and eighty head of hogs, and all other stock belonging to or appertaining to said plantation. To be sold on the following terms, viz: One-fourth part of the price bid on a credit until the 5th day of March, 1862, the time when the minor, Walter Ernest Bondurant arrives at the age of majority, bearing seven per cent. per annum interest, the interest payable annually, with a mortgage retained in the property sold; the other three-fourths of the price bid, for cash on the day of the sale. Said advertisement was made by posting written notices, in English, at Waterproof, Hardtimes, and the court-house door in St. Joseph, the three most public places in this parish, on said 4th day of December, 1852. I repaired to the Pleasant View plantation, and having read the order of sale and advertisement, I received written instructions from the said Albert, John, and Horace Bondurant, which are hereto annexed and made part of this deed, requiring me to sell their undivided interest, being three fourths of said property, upon the same terms and conditions prescribed in behalf of said minor, Walter E. Bondurant; and having offered said property at public
78 sale, between the hours of 12 & 3 o'clock p. m., the said Albert, John, and Horace Bondurant bid for the same the sum of one hundred & forty-eight thousand four hundred and seventy four dollars (148,474.00) which being the last and highest bid, and being the appraised value of said property, I struck off and publicly adjudicated said property to the said Albert, John, & Horace Bondurant, at and for the price aforesaid, and the said Albert, John, & Horace Bondurant, being dispensed by law as purchasers aforesaid from any payments, in compliance with the terms of sale prescribed as aforesaid, for their said proportion of said price, being three-fourths thereof, for the remaining fourth of said price belonging to said minor, Walter Ernest Bondurant, a special mortgage is hereby retained upon said property to secure the full and punctual payment thereof; and the said Albert, John, and Horace Bondurant hereby bind themselves not to alienate, deteriorate, or encumber said property

to the prejudice of said mortgage, and at the request of said parties, in order to make this an authentic act for all purposes, the same is signed by the said Albert, John, and Horace Bondurant, and Jas. W. Davenport, under tutor of the said minor, before Robert Y. Skin-
79 ner, notary, in the presence of *of* T. P. Farrar, Reeve Lewis, and John H. Armat, competent witnesses, who, with said notary and me, said sheriff, have signed this act this 4th day of December, A. D. 1852.

G. W. WILLIAMS,
Sheriff.

ALBERT BONDURANT.
JOHN BONDURANT.
HORACE BONDURANT.
J. W. DAVENPORT.
Undertutor.

Attest:
THOMAS P. FARRAR.
JOHN H. ARMAT.
REEVE LEWIS.
ROBERT Y. SKINNER,
Recorder & Ex-Officio Not. Pub.

Recorded 6th December, 1852.

ROBERT Y. SKINNER,
Recorder.

Reinscribed this 8th day of Sept., 1865.

T. W. CASTLEMAN,
Recorder.

Deed.

UNITED STATES OF AMERICA,
State of Louisiana, Parish of Tensas:

Before me, Reeve Lewis, recorder in and for the parish of Tensas, duly commissioned and sworn, and in presence of the witnesses hereinafter named and undersigned, personally appeared John Bondurant, a resident citizen of the said parish of Tensas, who declared and said to me, recorder, that for and in consideration of the sum and price here-
80 inafter mentioned and expressed, he has this day bargained, sold, transferred, conveyed, and delivered, and by these presents does hereby bargain, sell, transfer, and deliver unto and in favor of Augustus C. Watson, also a resident citizen of this parish here present, accepting this act and releasing me, recorder, from all liability on account of the non-production of the certificate of mortgages required by article 3328 of the Civil Code of Louisiana, all the following mentioned and described land, to wit: The lot number seven in township eleven of range twelve east, in the district of lands subject to sale at Ouachita, Louisiana, containing one hundred and sixty-five acres and eleven hundreths of an acre, as per certificate No. 152. Now, the price and consideration of said sale is declared by the parties to be the sum of five thousand seven hundred and seventy-five dollars ($5,775.00) paid and to be paid as follows, to wit, the sum of two thousand eight hundred and eighty-seven $\frac{50}{100}$ dollars cash, the receipt whereof is hereby acknowledged, and the balance, $2,887.50 is evidenced by the draft of said A. C. Watson on Beck & Ricks, merchants of New Orleans, and
81 accepted by said Beck & Ricks, due and payable on the first day

of January, A. D. 1856, with eight per cent. per annum interest thereon from date, till paid, said draft bearing even date herewith, and after having been paraphed "ne varietur" by me, recorder, to identify it with this act, was handed to said under*utor*, who hereby acknowledged receipt thereof, to have and to hold said land unto the said purchaser, his heirs and assigns, to their proper use and behoof forever; and the said vendor, for himself and heirs, shall and will warrant, and forever defend the said land against the legal claim or claims of all and every person or persons whomsoever by these presents; and the said vendor hereby moreover subrogates said purchaser to all his rights and actions of warranty against his own or previous vendors of said land to exercise said rights and actions in the same manner as he himself might have done. And next personally appeared Mrs. Mary Jane Montgomery, wife of the said John Bondurant, who after the undersigned recorder had explained to her verbally the nature and purport of the foregoing act of sale from her said husband to the said A. C. Watson,
she declared that she was desirous of releasing in favor of the
82 said A. C. Watson the land hereinbefore sold from the matrimonial, dotal, paraphernal, and other rights, and from all claims, mortgages, or privileges to which she may be entitled, whether by virtue of her marriage with the said John Bondurant or otherwise.

Whereupon the undersigned recorder did explain verbally to the said Mrs. Bondurant, out of the presence of her said husband, the nature and extent of her rights, which are here detailed, to wit:

First. For the restitution of her dowry and for the reinvestment of the dotal property sold by her husband, and which she brought in marriage.

Second. For the restitution and reinvestment of the dotal property sold by her husband which came to her after the marriage, either by succession or donation, from the day the succession was opened or the donation perfected.

Third. For the reimbursing of the amount of her paraphernal property alienated by her and received by her husband or otherwise disposed of for his individual interest.

Fourth. To indemnify her for debts which she may have contracted with her husband.

83 And fifth. For the donations which may have been made to her by her husband on account of their marriage, and that by renouncing said rights or irrevocably of all recourse thereon. And the said Mrs. Bondurant did thereupon declare to me, recorder, that she fully understood the nature and extent of her said rights on the property of her said husband, and that she nevertheless did persist in her intention of renouncing the same in favor of the said A. C. Watson the land hereinbefore sold. And the said John Bondurant being now present, assisting and authorizing her in the execution of these presents and consenting thereto, the said Mrs. Mary Jane Bondurant did again declare that she did and does hereby make a formal renunciation and relinquishment of all her said rights and mortgages on the land hereinbefore sold in favor of the said A. C. Watson, binding herself and her heirs at all times to sustain and acknowledge the validity of this renunciation.

Thus done and passed, at my office in the parish of Tensas, in the presence of Altas F. Brown and Julius Aroni, competent witnesses of
lawful age, and domiciliated in said parish, who hereunto sign
84 their names, together with the parties and me, said recorder, this

30th day of November, in the year of our Lord one thousand eight hundred and fifty-four.

JOHN BONDURANT.
MARY BONDURANT.
A. C. WATSON.
REEVE LEWIS,
Recorder.

Attest:
A. F. BROWN.
JULIUS ARONI.

Duly recorded in notarial book D, page 435.

R. LEWIS, *Recorder.*

Agreement and division, &c.

STATE OF LOUISIANA,
Parish of Tensas:

Be it known that on this the twelfth day of December, eighteen hundred and fifty-three (A. D. 1853), we, the undersigned joint and sole owners of the Pleasant View plantation, slaves, &c., the same being all of the estate of D. M. Bondurant, dec'd, in Louisiana, do agree & bind ourselves to the following division of the lands and slave' belonging to said estate, to wit: all of the land of said plantation to be divided by a line, beginning at a point in middle of a slough on the back line of the George Morrow tract—eighty chains and fifty links from the southwest corner of the Francis Nailor tract; thence south, 1° E. twelve chains to a stake at the lower end of a ditch; thence up said ditch, with the
85 meanderings thereof, S. 28¾ E. six chains and 50 links, S. 17° E. 2 chains & 50 links, 12¼° E. twelve chains, S. 21° E. 4 chains & 40 links to intersection of a line running through center of Old Lane; thence with said line south 40 E. to the Mississippi River; that John Bondurant shall have and own all the land belonging to said Pleasant View plantation lying on the south side of the above described line, and that Albert Bondurant shall have and own all the lands belonging to the said Pleasant View plantation lying on the north side of said line; that John Bondurant shall have all the buildings on the south side of said line, and one-half of the quarters. We also agree and bind ourselves to the following division of the slaves belonging to said plantation, to wit: that John Bondurant shall have and own the following-named negro slaves, Simon Speer, Anganette Speer, Anna Speer, Harriet Speer, Lewis McKinney, Hillary Hardy, Julia & Maria Thomas, Dick Shote, Henry Temple, Matilda Temple, Henrietta Simple, Nancy Rice, Miles Dear, Daphney Henderson, Guy Henderson, Almette Henderson, Gabriel & Kitty Woods, Caroline Woods, David & Thornton Shote, Perry Thomas, Mary Lewis, Matt. Davis, Rachel Davis, Billy Jackson, Celia Jackson, Jeff. Jackson, Ben. Taylor, Green Jack-
86 son, Ezekiel Taylor, Eady Taylor, Jane Thomas, Caleb Thomas, Sinley Wise, Violett Wise, Lucy Oxford, May Lewis, Dennis Lewis, Francis Lewis, Anfield Morgan, Celia Williams, Old Milly, Absolom Cross, Cornelius Solomon & Kissiah Cross; and that Albert Bondurant shall have and own the following-named negro slaves, to wit, John Sample, Sarah Sample, Amos Sample, Levi Sample, Ike Corey, Horace Corey, John Corey, Priscilla Corey, Azelia & Phoebe Cory, William & Julia A. Thomas, Perry, Milly & Elizabeth Thomas, Salvia Thomas, Henry Clay, Emeline Rice, Joe, Hannah, and Manda Malladah, Jim. & Rose Cotton, Sarah & Georgiana Cotton, Ruth Purnell, Washington

Woods, Peter Hodges, Fanny & Raf. Hodges, Whiton, Frank, Jim & Rhodes Pill, Milly, Mary & David Liggins, Charlotte & Dan. Glover, Sylvia Henderson, Matilda, Easter, & Sandy Morgan, Nelson Patsy, & Lemon Granton, Anna Henderson; that we have also divided all of the mules, horses, oxen, cattle, hogs, farming utensils, &c., with which division we are satisfied and hereby bind ourselves.

JOHN BONDURANT.
ALBERT BONDURANT.

THE STATE OF LOUISIANA,
Parish of Tensas:

87 Before me, Franklin M. Baker, recorder & ex-officio notary public in and for the parish of Tensas, State aforesaid, duly commissioned & sworn, and in presence of the witnesses hereinafter named and undersigned.

Personally came and appeared John Bondurant and Albert Bondurant, both resident citizens of this parish & State, who declared that they signed the within article of agreement of division of property for the purpose herein written and contained, and that their signatures to the same are genuine.

Thus done and signed in presence of Miss Martha Darden & Williamson D. Maxwell, competent witnesses, and before said recorder, on this 28th day of April, 1856.

JOHN BONDURANT.
ALBERT BONDURANT.

Attest:
MARTHA DUNCAN.
W. D. MAXWELL.

F. M. BAKER, *Recorder.*

Sale from Frank Watson to A. C. Watson, jr.

THE STATE OF LOUISIANA,
Parish of Tensas:

Before me, Robert L. Castleman, deputy recorder in and for said parish, personally came and appeared Franke Watson, a fully emancipated minor over the age of eighteen years, and dispensed with the time for arriving at the age of twenty-one years, a resident of this

88 parish, who declared to me, deputy recorder, that for and in consideration of the price and sum hereinafter mentioned, he has bargained, sold, and conveyed, and does by these presents bargain, sell, and convey, with full warranty unto and in favor of Augustus C. Watson, jr., also of this parish, and here present, accepting this act with all its parts and clauses, and dispensing with the production of the certificate of mortgages required by law, all the right, title, and interest of said Franke Watson, being the undivided one-half of the following described plantation, situate in this parish in the immediate vicinity of the heads of Lake Bruins, known as the Lakewood plantation, and is made up of an irregular shaped piece of land bounded north by the "Sunnyside plantation," now belonging to James M. McGill, and the Bellevue plantation, belonging to James M. Gillespie, west and southwest by Bellevue Brushy Lake and the Panola plantation of said Gillespie, south, east & southeast by Lake Bruin, lands of est. D. S. Stacey, dec'd. and the Mississippi River, and composed of parts of sections Nos. 41 & 42, T. 12, R. 12 E; the whole of sections Nos. 27, 36, 5, 6, & 7, and part of

89 section 28 in T. 11, R. 12 E., all in district of lands north of

Red River, Louisiana. The whole tract contains about 1,300 acres more or less, but the meters and bounds are to govern, together with all the buildings and improvements, stock, farming utensils, and everything belonging to or in any manner appertaining to said plantation.

And now comes and intervenes herein Augustus C. Watson, sen'r, the father of said Franke Watson and Augustus C. Watson, jr., who declares and says that parts of said Lakewood plantation were from time to time acquired by him in purchases and exchange, but that said parts whatsoever they may be were by him acquired for the benefit of his two sons, and that he hereby specially renounces any personal interest in the same whatsoever.

Now the price and consideration of said sale is declared to be the sum of twenty-five thousand dollars, which is evidenced by the six several promissory notes of said Augustus C. Watson, jr., drawn in favor of said Franke Watson, or order, each for the sum of four thousand one hundred and sixty-six 66⅔-100 dollars, of even date herewith, and due on the 15th day of November, 1873, 1874, 1875, 1876, 1877, & 1878,
90 respectively, with deferment of payment in case of failure of crops on account of overflow or other unfor'seen cause for one year on each note as therein written, in which case the note deferred is to bear eight per cent. per annum interest from the date it falls due by its face. In case of no overflow or other unforeseen cause of failure, the note only to bear five per cent. interest, which last stipulation however is not named in the notes, as the law governs that after maturity said notes are duly paraphed. It is distinctly understood and agreed that in case of eviction of the piece of land purchased of John Bondurant, and now sued for by Dr. W. E. Bondurant, then the price of this sale is to be reduced to the extent of eighteen hundred dollars, which is half of the estimated value of the said piece of land, and is to be pro rata divided on said notes. And in order to secure the payment of said notes and all interest and costs to accrue, the vendor's privilege is hereby retained, and the said Augustus C. Watson, jr., hereby specially mortgages and hypothecates the property herein conveyed to him in favor of said Franke Watson and to any future holder or holders of said notes,
91 and binds himself and his heirs and assigns not to alienate, deteriorate, or encumber said property to the prejudice of this mortgage and vendor's privilege.

United States internal revenue stamps to the amount of twenty-five dollars duly affixed and cancelled before signing.

Thus done and passed in presence of Reeve Lewis and Fred. N. Ogden, competent witnesses, this 5th day of August, A. D. 1873.

FRANKE WATSON.
A. C. WATSON.
A. C. WATSON, J'R.

Attest:
REEVE LEWIS.
FRED. N. OGDEN.

R. L. CASTLEMAN,
D'y Recorder.

Sale from A. C. Watson, jr, to Franke Watson.

THE STATE OF LOUISIANA,
Parish of Tensas:

Be it known and remembered that on this 6th day of February, A.

D. 1875, before me, George W. Lewis, deputy recorder, and ex-officio notary public in and for this parish and State, duly qualified and commissioned according to law, and in presence of the witnesses hereto subscribed and undersigned, personally came and appeared Augustus C. Watson, junior, of this parish, who declared to me, notary, that he does by these presents, upon the terms, conditions, and stipulations
92 hereinafter set forth and expressed, bargain, sell, transfer, convey, and delivered unto and in favor of Franke Watson, of this parish, all and singular the following described property, lying, situate, and being in this parish and State, to wit, the southern portion of the certain cotton plantation lying in what is known as the island on "Lake Bruin," called the Lakewood plantation, which said plantation is particularly described in a certain deed executed between A. C. Watson, j'r, and Franke Watson, on the 5th day of August, 1872, and recorded in the recorder's office of this parish, to which said deed special reference is herein made as to the description of said "Lakewood" plantation. Said southern portion of said plantation is more particularly described as follows: The line dividing the said plantation begins at a stake on the bank of Lake Bruin, in front of the gin-house thereon, course thro' the centre of said gin-house, north eighty-four degrees (84°) thirty-five minutes (35') west one hundred chains to an intersection of a ditch with Seely's Bayou, corner in the middle of said bayou bearing trees, again south 67¾ west 19 links, thorn-tree, south 84½ east 44
93 links, where the line follows the middle of Seely's Bayou until it strikes a boundary line of the Bellevue plantation, traverse up the bayou to this point, north 31½ west 7 chains, thence north seven east 4 chains 10 links, thence north 6½ west 2 chains 50 links, thence north 43½ west seven chains twenty-five links, corner on the line of Bellevue plantation, about the centre of the slough drained by Seely's Bayou, and being north 25 east about 19 chains from Brushy Lake bank, bearing tree and oak south 87¼ east 45 links, thence following the boundary line of said Bellevue plantation to the bank of Brushy Lake about 19 chains, thence along the bank of Brushy Lake to what is known as the head of the island, thence across until said line strikes Lake Bruin, thence along the bank of Lake Bruin in a northerly direction until it strikes the place of beginning, to wit, the stake on the Lake Bruin bank opposite the said gin-house. The portion of land herein conveyed, already described, lying between said dividing line on the north and Lake Bruin on the east, and the boundary line of Bellevue plantation and Brushy Lake on the northwest and southwest. The boundary line herein described was run by John Johnson, parish surveyor, on
94 the 27th day of January, 1875, and staked out by posts, well known to the parties hereto. The land comprised within the said boundary lines is all cleared land, and is sold by the meter and bound' herein expressed. This land south of the line above described, said line beginning at the said stake on the bank of Lake Bruin and terminating at Seely's Bayou, lying between Lake Bruin and Brushy Lake, includes that part of section six, township 11, range 12 east, in the district of lands lying north of Red River, which lies northwest of an imaginary line starting on the line between sections six and seven (6 & 7) south 41 east 45 chains from the northwest corner of section six and running parallel with the back line of section six 14 chains 70 links, which will make a corner in the line between section six and five (6 & 5) 45 chains from the west corner of section five. It also includes the whole of section seven (7), in township eleven (11), range 12 east, in the district of lands lying north of Red River, together with all the buildings

and improvements on the said land, and all the rights, privileges, and appurtenances thereto belonging. To have and to hold unto the said Franke Watson, his heirs and assigns, forever, and the said vendor
95 will forever warrant and defend the title to the said property herein conveyed from the lawful claim or claims of any and all persons whomsoever, and the said vendor does moreover subrogate the said purchaser to all rights and actions of warranty, fully authorizing the said purchaser to exercise the said rights and actions in the same manner as he might or could have done. It being understood and agreed upon between the parties hereto, that the gin-house on said Lakewood plantation, together with one acre of land upon which said gin stands, shall be held as common property between the vendor and the vendee herein, and their legal representatives, so long as the said gin-house remains in existence; the control of said gin-house and the management of the same to be vested in one *as* the other, as they may mutually agree in writing hereafter. It is distinctly understood and agreed, that in case of the vendee herein being evicted from the tract of land purchased of John Bondurant, by A. C. Watson, jr., and which is section (7) seven, above described, then the said A. C. Watson, jr., the vendor herein, or his legal representatives, shall be bound to pay on account of an
96 action of warranty the sum of eighteen hundred dollars only. Reference to this matter is herein made to the deed to A. C. Watson, jr., from Franke Watson, of date August 5th, 1872, heretofore referred to.

Now the price and consideration of this sale is declared to be the sum of twenty thousand eight hundred and thirty-three $\frac{33}{100}$ ($20,833.33) dollars cash in hand paid the said vendor by the said vendee, the receipt of which is hereby acknowledged by the said vendor, and full acquaintance given therefor.

And next appeared unto these presents Franke Watson, the vendee herein, who declared to me, notary, that he hereby accepts this act with all its parts and clauses, and holds the notary harmless for the non-production of the certificate of mortgages as required by article 3364 of the civil code of Louisiana.

In testimony whereof, I have caused the said vendor and vendee herein to sign this act with me, notary, in presence of H. A. Garrett and I. B. Brewer, of this parish, competent witnesses, who have also signed with us, on this 6th day of February, 1875.

A. C. WATSON, JR.
FRANKE WATSON.

Attest:
H. A. GARRETT.
I. B. BREWER.

[L. S.] G. W. LEWIS, *D'y Recorder.*

97 (Endorsed:) A. C. Watson, jr.; to deed, Franke Watson, filed Feb'ry 6th, 1875. Geo. W. Lewis, d'y recorder. Recorded Feb'ry 6th, 1875; notarial book, pp. 526, 527 & 528. S. Shaifer, recorder, by G. W. Lewis, d'y recorder.

Extracts from minutes.

FRANKE WATSON
vs.
E. F. BONDURANT, EX'X AND TUTRIX.

MONDAY, *October* 18*th*, 1875.

Application and bond for the removal of this cause into the U. S.

circuit court, sitting in New Orleans, filed; and on motion of plaintiff's counsel, it was ordered that he have time until to-morrow morning to file an opposition.

FRANKE WATSON
vs.
E. F. BONDURANT, EX'X AND TUTRIX.

TUESDAY, *October* 19*th*, 1875.

Motion to remove this cause into the U. S. circuit court taken up, tried, and overruled.

FRANKE WATSON
vs.
E. F. BONDURANT, EX'X AND TUTRIX.

FRIDAY, *Oct.* 19*th*, 1875.

Motion and affidavit for new trial filed.

98 FRANKE WATSON
vs.
MRS. E. F. BONDURANT, EX'X AND TUTIRX.

WEDNESDAY, *Oct.* 25*th*, 1875.

Motion for new trial overruled, and on motion of counsel for defendant, it was ordered that defendant be allowed an appeal from the judg't refusing the petition for removal and motion for new trial, made returnable into the honl. supreme court sitting in New Orleans, on or before the second Monday in February, A. D. 1876, upon giving bond, with security according to law, in the sum of two hundred dollars, counsel of plaintiff being present, and taking cognizance thereof.

FRANKE WATSON
vs.
E. F. BONDURANT, EX'X AND TUTRIX.

FRIDAY, *Oct.* 22*d*, 1875.

Appeal withdrawn and exception filed.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, EX'X AND TUTRIX.

FRIDAY, *April* 21*st*, 1875.

Case taken up for trial; judgment for plaintiff. See decree.
Minutes signed.

WADE H. HOUGH,
Justice 13*th District.*

99 *Judgment.*

13th dist. court, Tensas Parish, Louisiana.

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, EXECUTRIX AND tutrix, et. al.

By reason of the law and the evidence being in favor of the plaintiff and against the succession of Walter Ernest Bondurant, represented by the defendant, Mrs. E. F. Bondurant, executrix and tutrix, and under administration in her hands in the probate court of this parish, and by further reason of a judgment by default regularly entered up, and not set aside, and the legal delays having expired, it is ordered, adjudged, and decreed that said judgment by default be made final, that plaintiff have judgment recognizing his title to the lot No. 7, in township No. 11, of range No. 12 east, containing 165 $\frac{7}{100}$ acres of land, and that he be quieted in his right and possession to the same. It is further ordered, adjudged, and decreed by reason of the law and evidence being in favor of the plaintiff and against the defendant, that the mortgage acquired by Walter E. Bondurant against the said land and recorded in the recorder's office of this parish on the 6th December, 1852, be held to have perempted; that said mortgage set out in petition, by
100 reason of a want of reinscription within ten years from the time of its recordation, has ceased to exist as an encumbrance on said land; that the injunction sued out by plaintiff be made perpetually restrained and prohibited from selling the said land; and by reason of the law and evidence being in favor of the plaintiff and against the defendant, it is ordered, adjudged, and decreed that the plaintiff do have and recover of the defendant the succession of Walter E. Bondurant, dec'd, represented in the probate court of this parish by said executrix, the sum of two hundred and fifty dollars, damages sustained by reason of the illegal seizure of plaintiff's said property; that defendant pay cost of suit to be taxed.

Read and signed in open court this 21st day of April, 1876.

WADE H. HOUGH,
Judge 13th District.

(Endorsed:) 2457. Franke Watson vs. Mrs. E. F. Bondurant, ex'x & tutrix. Judgment. Filed April 21st, 1876. Recorded May 12th, 1876. Record "G," pp. 66. Jas. S. Matthews, clerk. Filed Ap'l 21st, 1876. Jas. Curry, d'y clerk.

101 *Notice of Judgment.*

13th dist. court.

FRANKE WATSON
vs.
E. F. BONDURANT, EX'X & TUTRIX, ET. AL. } No. 2457.

THE STATE OF LA.,
Parish of Tensas:

To Mrs. E. F. Bondurant, ex'x & tutrix, representing succ'n & heirs of W. E Bondurant, dec'd, a resident of said parish of Orleans, and State of Louisiana.

Please take notice that jugdment was rendered against you and in

favor of Franke Watson, plaintiff in above styled suit, by Hon. Wade H. Hough, judge of said court, on the 21st day of April, A. D. 1876, for the sum of two hundred and fifty dollars damages, and perpetuating the injunction sued out in the above styled and numbered suit.

Witness the honorable Wade H. Hough, judge of said court, and the seal thereof, this 1st day of May, A. D. 1876.

[L. S.] JAS. S. MATTHEWS, *Clerk*,
By JAS. CURRY, *D'y Clerk.*

Sheriff's return.

Received May 9th, 1876, and on the 10th day of May, 1876, I served a copy of the within notice of judgment on Mrs. E. F. Bondurant, executrix & tutrix herein, personally.

Returned same day. Sh'ff's fee, 50c.

BEN. C. MIRE,
D'y Sh'ff Parish of Orleans.

(Endorsed:) 2457. Franke Watson vs. E. F. Bondurant, ex'x & tutrix, et. al. Original notice of judgment. Returned & filed May 15th, 1876. Jas. Curry, d'y clerk.

102 *Petition of appeal.*

To the district judge of the 13th district court of the State of Louisiana, in and for the parish of Tensas:

The petition of Mrs. Ella F. W. Bondurant, a femme sole, executrix of Walter E. Bondurant, and tutrix of his minor child, and a resident citizen of the State of Mississippi, with due respect shew that at the April term, 1876, of your court for said parish a final judgment was rendered in the suit therein then pending, styled Franke Watson vs. Mrs. Ella F. Bondurant, ex'x & tutrix, and the sheriff, in favor of the plaintiff, Franke Watson, and against petitioner, the defendant therein, personally and in her representative capacity; that said final judgment was signed in open court on the 21st day of April, A. D. 1876, and is numbered 2457 on the docket of said court. Now, your petitioner avers that your said court had lost jurisdiction of said cause, being prior to said April term, 1876, for the reason that said cause had then and long before been entered in the United States court for the district of Louisiana, according to the act of Congress, which last court was seized of jurisdiction at the date of the rendition of said judgment; that consequently petitioner is agrieved by said judgment and is desir-
103 ous of appealing therefrom to the supreme court of the State of Louisiana.

Wherefore, petitioner personally and in her representating capacity prays that an order of appeal be granted her from said judgment and that said appeal be made returnable into the supreme court of Louisiana, sitting for this district in New Orleans, on or before the second Monday in February, A. D. 1877, and that the said appellees, Franke Watson and the sheriff, be cited to appear then and there to answer said appeal, and further prays for general relief.

C. R. & C. L. WALKER,
REEVE & FARRAR,
Att'ys for Petitioner.

Affidavit of T. P. Farrar.

STATE OF LOUISIANA,
Parish of Tensas:

Thos. P. Farrar makes oath that he is one of the attorneys of the petitioner in the foregoing petition, that said petitioner and appellant is absent from this State, and that the district judge of this district is now absent from the parish.

THOS. P. FARRAR.

Sworn and subscribed before me 26th June, 1876.

JOSEPH CURRY,
Deputy Clerk.

Order on petition of appeal.

STATE OF LOUISIANA,
Parish of Tensas:

Having considered the foregoing petition and affidavit, it is ordered, adjuged, and decreed that the petitioner, Mrs. Ella F. Bondurant,
104 both personally and in her representative capacity of tutrix and executrix, be allowed a devolutive appeal to the supreme court of the State of Louisiana from the final judgment rendered against her in suit numbered 2457, and styled Franke Watson vs. Ella F. Bondurant, ex'x & tutrix, & sh'ff, and in favor of the plaintiff, Franke Watson; that said appeal be made returnable into said supreme court, sitting for this district in New Orleans, on or before the second Monday in February, A. D. 1877, and that the appellee, Franke Watson, and the sheriff be cited to appear then & there to defend said appeal. On petitioner giving bond and security according to law in the sum of one hundred dollars, the district judge being absent, this order is granted by the undersigned parish judge.

Done and signed at chambers this 26th day of June, 1876.

C. C. CONDITT,
Parish Judge.

Service of within petition, aff't, and order accepted and citation of appeal waived this 14th Dec'r, 1876.

A. J BRYANT, *Sheriff.*
By P. T. BURCKETT,
D'y Sh'ff.

(Endorsed:) 2457. 13th district court. Franke Watson *vs.* Mrs. Ella F. Bondurant, ex'x & tutrix, and sh'ff. Petition, affidavit,
105 & order of appeal. Filed June 27th, 1876. Jos. Curry, d'y clerk.

Bond for appeal.

13th dist. court.

STATE OF LOUISIANA,
Parish of Tensas:

Be it known that we, Mrs. Ella F. Bondurant, personally as natural tutrix and as executrix, principal, and Thos. P. Farrar as security, are held and firmly bound unto James S. Matthews, clerk of the 13th district court of Tensas Parish, and unto Franke Watson, in the

sum of one hundred dollars, for which we bind ourselves jointly, severally, and in solido, by these presents, executed and signed this 20th June, A. D. 1876. The condition of this obligation is such that, whereas the above bound Ella F. Bondurant, both in her personal and said representatives capacities, has applied for and this day obtained a devolutive appeal from a certain final judgment in favor of said Franke Watson and against the said Mrs. Ella F. Bondurant, ex'x and tutrix, rendered in a certain suit in said court, numbered 2457, and styled Franke Watson *vs.* Mrs. Ella F. Bondurant, ex'x & tutrix, and sheriff, which said appeal is made returnable into the supreme court of La., sitting for this district in New Orleans on or before the second Monday in February, A. D. 1877.

106 Now, if the said Mrs. Ella F. Bondurant, appellant, well and truly prosecute her said appeal, and shall satisfy whatever judgment may be rendered against her personally or in her said representative capacities, or if the same shall be satisfied by the proceeds of the sale of her estate, real or personal, if she be cast in her said appeal, then this obligation to become null and void, otherwise to remain in full force and virtue.

ELLA F. BONDURANT, *personally*,
Per THOS. P. FARRAR, *Att'y.*
ELLA F. BONDURANT, *Tutrix*,
Per THOS. P. FARRAR, *Att'y.*
ELLA F. BONDURANT, *Tutrix*,
Per THOS. P. FARRAR, *Att'y.*
THOS. P. FARRAR, *Surety.*

(Endorsed:) 2457. 13th dist. court. Franke Watson *vs.* Mrs. Ella F. Bondurant, ex'x, & tutrix, & sheriff. Appeal bond. Filed June 27th, 1876. Jos. Curry, d'y clerk.

Citation of appeal.

13th dist. court.

THE STATE OF LA.,
Parish of Tensas:

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, EX'X & TUTRIX, ET AL. } 2457.

To Franke Watson, plaintiff in above-styled suit, a resident of the parish and State aforesaid:

107 You are hereby cited to appear before the honorable supreme court of the State of Louisiana, as a court of appeal, at its regular session in New Orleans, in said State, the said next, commencing on the second Monday in February, A. D. 1877, then and there to answer the petition of defendant, Mrs. E. F. Bondurant, executrix & tutrix, and order therein, a certified copy of which accompanies this citation of appeal.

Witness the honorable Wade H. Hough, judge of said court, and the seal thereof, this 3d day of January, A. D. 1877.

[L. S.] JAS. S. MATTHEWS, *Clerk*,
By JOS. CURRY,
D'y Clerk.

Sheriff's return.

Received the within citation of appeal, together with a certified copy of same, and certified copy of petition, affidavit, and order of appeal, on the 3d day of January, A. D. 1877, and on the 4th day of same month and year I served the same by handing the aforesaid certified copies to Franke Watson in person, and in this parish.

JOHN W. REGISTER.
Sheriff.

(Endorsed:) 2457. Franke Watson vs. Mrs. Ella F. Bondurant, ex'x & tutrix. Citation of appeal. Filed Jan'y 4th, 1877. Jos. Curry, d'y clerk.

108 STATE OF LOUISIANA,
Parish of Tensas:

I hereby certify that the foregoing one hundred and thirty-two pages contain a true, correct, and complete transcript of all the documents filed, the testimony adduced, and all the proceedings had, in the suit wherein Franke Watson is plaintiff and Mrs. E. F. Bondurant executrix and tutrix, &c., is defendant, in the 13th district court for the parish of Tensas.

In testimony whereof, I have hereto set my hand and affixed the seal of said court, at St. Joseph, in said parish, this 6th day of February, A. D. 1877.

[SEAL.] JOSEPH CURRY,
D'y Clerk.

Supreme court of the State of Louisiana.

Proceedings had in the supreme court of the State of Louisiana, holding sessions at the city of New Orleans, in the case entitled and
109 numbered 6564, Franke Watson vs. Mrs. E. F. Bondurant, executrix and tutrix. Appeal from the 13th judicial district court in and for the Parish of Tensas.

Filed February 14th, 1877.
(Signed) M. P. JULIAN,
D'y Clerk.

THURSDAY, *February 15th*, 1877.

The court was duly opened. Present, their honors Thomas C. Manning, chief justice, and Robert H. Marr, Alcibiade De Blanc, William B. Spencer, associate justices. Absent, William B. Egan, associate justice.

Order & continuance on the minutes.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, EXECUTRIX AND TUTRIX. } No. 6564.

This case was ordered by the court to be continued with preference.

FRIDAY, *February 16th*, 1877.

The court was duly opened. Present, their honors Thomas C. Man-

ning, chief justice, and Robert H. Marr, Alcibiade De Blanc, William B. Egan, William B. Spencer, associate justices.

110 * * * * * * * *

Order & continuance on the minutes.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, EXECUTRIX AND TUTRIX, et als. } No. 6564.

These cases were ordered by the court to be continued with preference.

SATURDAY, *February 17th*, 1877.

The court was duly opened. Present, their honors Thomas C. Manning, chief justice, and Robert H. Marr, Alcibiade De Blanc, William B. Egan, William B. Spencer, associate justices.

Order & continuance on the minutes.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, EXECUTRIX AND TUTRIX, et als. } No. 6564.

This case was called for trial, whereupon Clement L. Walker, esq., of counsel for defendants and appellants, appeared, to file a certificate of the clerk of the United States circuit court, district of Louisiana, to the effect that the cause entitled Franke Watson vs. Mrs. E. F. Bondurant, tutrix, &c., No. 2457, of the thirteenth district court for the parish
111 of Tensas, is now pending before the first mentioned tribunal, but the court refused to allow said certificate to be filed, stating, however, that they would take the matter into consideration, and having heard argument from Edwin T. Merrick, esq., of counsel for plaintiff and appellee herein, the court ordered the case to be continued for further argument to Monday, the 17th inst.

MONDAY, *February 19th*, 1877.

The court met pursuant to adjournment; present, their honors Thomas C. Manning, chief justice, and Robert H. Marr, Alcibiade De Blanc, William B. Egan, William B. Spencer, associate justices.

Order, cause submitted.

FRANKE WALSON
vs
Mrs. E. F. BONDURANT, EXECUTRIX AND TUTRIX, et als. } No. 6564.

This case was called for resumption of trial, whereupon the court heard argument from Edwin T. Merrick, esq., of counsel for plaintiff and appellee, and Samuel L. Walker & Clement L. Walker, of counsel for the defendants, appellants herein, and the court took the said case under advisement upon the briefs on file and to be filed within ten
112 days from this date.

Motion to file extract from minutes; also for time.

Supreme court.

FRANKE WATSON, APPELLEE,
vs.
Mrs. E. F. BONDURANT, TUTRIX, APPELLANT. } No. 6564.

Filed March 5th, 1877.
(Signed) M. P. JULIAN,
D'y Clerk.

In this case, on motion of Merrick, Race & Foster, for appellee, and by consent of appellant's counsel, it is ordered that a certified extract from the minutes of the lower court of 18th April, 1876, be filed to complete the transcript; and on further suggesting that the appellee's brief is in the hands of the printer, it is ordered that appellee have five days from this date to file his brief.

Supreme court.

Completion of transcript, consent to filing inside.—Filed March 5th, 1877.—Extract from minutes Tuesday, April 18th, 1876.

THE STATE OF LOUISIANA,
Parish of Tensas:

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, EX'X & TUTRIX, & sheriff. } 2457.

13th dist. court.

113 Exception taken up, tried, and overruled, and ordered, on motion of plaintiff's counsel, that judgment by default be entered herein, no answer having been filed.
Minutes signed.

WADE H. HOUGH,
Judge 13th Dist.

13th dist. court.

THE STATE OF LOUISIANA,
Parish of Tensas:

I hereby certify the above to be a true and correct copy from the minutes of said court, and which entry was, on account of not being indexed, inadvertantly left out of the record sent to the supreme court of the State of Louisiana.
Witness my hand officially, and the seal of said court, this 3d day of March, A. D. 1877.
[SEAL.] (Signed) JAS. CURRY,
D'y Clerk 13th Dist. Court.

No objection to the filing of the above to supply deficiency in the transcript.

(Signed) SAM'L R. & C. L. WALKER.

MONDAY, *March 5th*, 1877.

The court was duly opened pursuant to adjournment. Present, their honors Thomas C. Manning, chief justice, and Robert H. Marr, Alcibiade De Blanc, William B. Egan, William B. Spencer, associate justices.

114 *Order for delay, &c., as entered on the minutes.*

FRANKE WATSON
v.
MRS. E. F. BONDURANT, EXECUTRIX & TUTRIX, et al. } 6564.

On motion of Merrick, Race & Foster, of counsel for plaintiff and appellee, and by consent of appellant's counsel, it is ordered by the court that a certified extract from the minutes of the lower court of 18th April, 1876, be filed to complete the transcript; and on further suggesting that the appellee's brief is in the hands of the printer, it is ordered by the court that appellee have five days from this date to file his brief.

MONDAY, *April 16th*, 1877.

The court was duly opened, pursuant to adjournment. Present, their honors Thomas C. Manning, chief justice, and Robert H. Marr, Alcibiade De Blanc, William B. Egan, William B. Spencer, associate justices.

Judgment.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, EXECUTRIX & TUTRIX, et al. } 6564.

115 On appeal from the thirteenth judicial district court, parish of Tensas.

It is ordered, adjudged, and decreed that the judgment of the court below be amended so as to disallow the damages awarded to the plaintiff, and to that extent that the said judgment be avoided and reversed, and in all other respects that the said judgment be, and it is hereby, affirmed, the plaintiff and appellee to pay the costs of this appeal, defendant and appellant paying costs of the court below.

For the reasons assigned in his opinion, Mr. Justice De Blanc concurs in the conclusion of Mr. Justice Marr.

Supreme court of Louisiana.—Opinion of the court.—Filed April 16th, 1877.

FRANKE WATSON, APPELLEE,
vs.
MRS. E. F. BONDURANT, EXECUTRIX AND TUTRIX, appellant. } No. 6564.

Mr. Justice MARR:

Walter E. Bondurant died at his domicil, at Natchez, Mississippi, in

June, 1874, leaving a will by which he devised his entire estate to
116 his wife, Mrs. Ella F. Bondurant, whom he appointed sole executrix.

The will was admitted to probate, in the proper court at Natchez, on the 16th June, but it does not appear whether there was any property or estate in Mississippi to be administered, nor that the executrix qualified there.

On the 19th June Mrs. Bondurant presented a petition to the parish judge of Tensas Parish, Louisiana, with a copy of the will and the proceedings of the chancery court at Natchez, admitting it to probate, in which it is stated she was then residing in New Orleans; that she was pregnant; and that deceased had left in Tensas Parish a succession consisting of movables and immovables, and debts. She prayed that a curator be appointed for her unborn child, and that she be permitted to qualify as testamentary executrix. Her father was appointed and qualified as curator, and she qualified as executrix under the will.

In June, 1875, Mrs. Bondurant caused to be revived, in her name, as testamentary executrix and as natural tutrix of her posthumous son, a judgment which her husband had obtained in the district court
117 of Tensas for a large amount against John, Albert, and Horace Bondurant, and upon this judgment she caused an alias writ of execution to be issued.

Under this execution the sheriff seized a tract of land in Tensas, in the possession of Franke Watson, who claimed it as owner. Watson enjoined, and the citation and writ of injunction were served at the domicil of Mrs. Bondurant, in New Orleans, on the 30th June, 1875.

In October Mrs. Bondurant filed a petition under the act of Congress approved 3d of March, 1875, for the removal of this injunction suit in the circuit court of the United States, alleging that she was a citizen of the State of Mississippi. Her affidavit to this petition was sworn to before a justice in New Orleans, on the 13th September.

Watson opposed the removal on the grounds that the succession of Bondurant, which was opened in Tensas Parish, was the defendant. That when Mrs. Bondurant applied for the executorship she declared herself to be a resident of the State of Louisiana, and that she was an officer of the probate court of Tensas, and subject to its jurisdiction; that when the citation and injunction in this case were served on
118 her she was a resident of the State; and the service was made at her domicil; and that the pretended removal to and citizenship in Mississippi were a mere subterfuge and fraudulent evasion of the law, and adopted for the purpose of removing this cause into the United States court.

On the trial of this preliminary question of removal, it was proven that Walter E. Bondurant lived and died at Natchez; that Mrs. Bondurant, before her marriage, lived with her father in New Orleans; that she returned to her father's, the domicil of her origin, after the death of her husband, and remained until after the birth of her child, the precise date of which is not shown. The mortuary proceedings in the succession of her husband were also offered in evidence, and it was proven that she made affidavits, which were filed in the cause before justices of the peace in New Orleans, in July and September.

The district judge declined to order the removal. A motion was made for a new trial, in support of which one of the counsel of Mrs. Bondurant filed his affidavit, in which it is stated that he had discovered since the trial that he could prove by a member of the bar, who had testified

on the trial, that Mrs. Bondurant had consulted him as to whether
119 her residence in the State of Louisiana would forfeit her citizenship in the State of Mississippi; that on his advising her it would not, she remained in Louisiana, intending to retain her citizenship in the State of Mississippi, and that this consultation was had with reference to this very case of Watson vs. Bondurant.

The new trial was not granted, and Mrs. Bondurant filed a protest against any further proceedings in the cause. A judgment by default was taken against her, which was confirmed on proof, and the injunction perpetuated as prayed for; and she has brought the case here by appeal.

There is no question as to the sufficiency of the value in dispute, and the right of removal depends upon two questions only:

1°. Was Mrs. Bondurant a citizen of the State of Mississippi?

2°. Is this such a suit as may be removed into the circuit court of the United States?

First. We understand that a person who has a domicil in a State, who resides in a State, animo manendi, if he is not an unnaturalized alien, is a citizen of that State, within the meaning of the Constitution of the United States, and of the several acts of Congress conferring juris-
120 diction on the Federal courts, and providing for the removal of causes from the State courts into the circuit courts. The 14 Amendment settles this beyond doubt. When the domicil or residence is well fixed in a State the citizenship thus acquired is not lost by a temporary absence, animo revertendi, but it is lost unquestionably by prolonged absence and other acts indicating the intention to acquire a domicil elsewhere, accompanied with actual residence at the new domicil.

Before Mrs. Bondurant's marriage her domicil in law, and in fact, was at her father's residence in the city of New Orleans. When she married she acquired immediately the domicil of her husband, and she could have none other. The death of her husband relieved her of all the disabilities of marriage. She became seri juris, and had the right to reside and acquire a domicil wherever she chose. We think she indicated her choice unmistakably and without delay.

The will of Walter E. Bondurant is dated the 10th June, 1874. It was filed for probate on the 15th, admitted to probate on the 16th, copies of the will and proceedings were certified on the 17th, and on the 19th Mrs. Bondurant's petition was presented to the parish court of Tensas, praying for letters as testamentary executrix. In this petition
121 she describes herself as "widow of Walter E. Bondurant, late of Natchez, State of Mississippi, petitioner now residing in New Orleans, in this State."

It was not by any error or inadvertance on the part of the attorney who drew this petition that this statement was made. By our law the testamentary executor who resides in the State is not required to give security, but whenever the testamentary executor, that is, the executor named in the will, is domiciled out of the State, the judge shall only grant him letters on the execution of his bond, with a good and solvent security for such a sum and under such conditions as are required by law from dative testamentary executors; that is, executors not named in the will, but appointed by the court. Act of 1842, sec. 3, page 300; re-enacted in 1855, No. 230, page 309; and in 1870, Revised Statutes, page 287, section 1460. The dative executor is bound to give security for one-fourth over and above the amount of the inventory. R. C. C., art. 1679; civil code of 1825, art. 1672; R. C. C., art. 1127; civil code of 1825, art. 1120. The inventory of the movable and immovable property amounted to $30,062, not including the large judgment in

122 this case, which was for something over $30,000. So that a bond for about $38,000 would have been required.

In order to retain the executorship, it was necessary for Mrs. Bondurant to remain in Louisiana, because the same law requires the judge to appoint a dative executor whenever the executor named in the will is absent. Rev. Stats., page 288, sec. 1871, permits tutors, executors, &c., "who only wish to be absent for a time," to retain their offices by leaving a general and special power of attorney with some person residing in the parish in which the succession is opened, or in an adjoining parish, to represent them in all their acts of administration, which power must be registered in the office of the parish recorder.

In the succession of McDonogh, 7 Ann., 473, a number of citizens of Louisiana and four residents of Baltimore were named in the will as executors. The Louisiana executors and those residing in Baltimore qualified without giving security. This court held that the appointment of the non-residents without security could not be maintained, and it was vacated.

In Gerkes vs. Brown the testator named his brother, who resided
123 in Philadelphia, executor; and he came to New Orleans, rented an office, and qualified as a resident of Louisiana. Shortly after his appointment he returned to Philadelphia, leaving power of attorney with Hennen, who administered for several years in his name. The court held that the law was imperative, requiring the executor who is not a resident of the State to give security, and that it is only where the absence is temporary that the executor can retain his office by delegating his powers to another. 10 Ann., 94.

Mrs. Bondurant appears in this litigation as natural tutrix of her son; and this office, like that of executor, requires residence in the State, only temporary absence being permitted. (R. C. C., Art. 314.) The tutorship must continue until the majority of the child, or until after he obtains his eighteenth year, when he may be emancipated. While she is testamentary executrix she cannot reside out of the State of Louisiana; but she may close her administration as executrix and administer as natural tutrix alone. She would still be obliged to reside in the State; and whatever her wishes and intentions may be for the future, she has accepted offices, duties, and responsibilities wholly incompatible with residence elsewhere, and which make it impossible for her
124 to be, in any sense, a citizen of the State of Mississippi.

The appointment of guardians for minors belongs to the tribunals of the domicil, and if Mrs. Bondurant had continued, after the death of her husband, to reside in Mississippi, to have a domicil there, that would have been the domicil of her child, and she would have been bound to apply for guardianship to the proper court of that State. She assumes an office unknown to the law of Mississippi, which is peculiar to the law of Louisiana, that of natural tutrix, which is the repeated assertion, on her part, of residence, domicil in the State of Louisiana; and this office enables her to administer the estate of her child without giving security, which is required by law of guardians in the other States generally.

If the mere intention to retain a domicil in a State different from that in which a person actually resides would suffice in any case to preserve citizenship, it certainly cannot have that effect when the person accepts offices and trusts at the place of residence which are not granted to citizens of other States, except upon onerous conditions. Mrs. Bon-
125 durant could not have qualified as testamentary executrix without giving security, except by satisfying the judge that she was a

resident of the State of Louisiana. We will not do her the injustice to suppose that she intended to obtain all the privileges and advantages of an actual residence in Louisiana by an untrue statement in a solemn, judicial proceeding. A mere visit to her father, with the intention to return to Natchez in a short time, would not have authorized her to claim a residence in Louisiana for the purpose of obtaining letters as executrix without giving security. She ceased to be a resident of Mississippi immediately after the death of her husband; she had no means of preserving a domicil or citizenship in Mississippi except by residence; and it is not shown that she has spent a day at Natchez since she described herself in her petition to the parish judge as "now residing in New Orleans." She has concluded herself on this point by her public acts and declarations, by her continued residence in Louisiana, not less than by her acceptance of the executorship and tutorship. If Mrs. Bondurant is a citizen of Mississippi, she is not legally the testa-
126 mentary executrix of her husband's will, and the parish court of Tensas would be bound to vacate the appointment or to require her to give security; nor would that court have had the power to recognize her as natural tutrix, since the jurisdiction to appoint a guardian is vested in the proper court of the domicil. The consequence would follow that she is not legally qualified to enforce the rights of the succession in these representative capacities.

Our conclusion is that Mrs. Bondurant cannot be a citizen of the State of Mississippi for the purpose of giving jurisdiction to the circuit court of the United States, nor within the meaning and intent of the laws and Constitution of the United States and of the State of Louisiana, while she is exercising offices and trusts in Louisiana which require actual residence in the State.

Second. We entertain no doubt that the act of 3d March, 1875, under which the removal was demanded in this case, was intended to provide for and regulate the entire subject of the removal of causes from the State courts into the circuit courts. The first section of the act
127 enlarges and extends the original jurisdiction of the circuit courts up to the full limits of the judicial power granted by the Constitution of the United States. This jurisdiction is declared to be concurrent with that of the State courts, and the jurisdiction exclusive of that of the State courts is limited to crimes and offenses cognizable under the authority of the United States, and appeals from the district court.

The second section of the act relates exclusively to those cases which may be removed from the State courts into the circuit courts, and it is in great part a mere repetition of that portion of the first section which relates to the original jurisdiction concurrent with that of the State courts. There is no doubt that any suit of a civil nature, at law or in equity, falling within the original cognizance of the circuit courts under this act, may be removed from a State court, on the terms and conditions prescribed in this act. Without intending so to decide now, because we do not find it necessary, we incline to the opinion that no suit can be removed, under this act, from a State court into the cir-
128 cuit court which could not have been brought in the circuit court by original process.

This case differs from that of Goodrich vs. Hunton, just decided, in this respect, that in that case the litigation was between the same persons who were parties to the original suit, while in this case Watson was a stranger to the original suit. It differs also from Turnbull's case, 16 Wallace, in that in this case there was a petition filed, and citation and a

writ of injunction were issued and regularly served on the defendant. But it is precisely like Turnbull's case in these essentials:

1°. That under execution on a judgment in a suit to which Watson was not a party his property was seized and was about to be sold.

2°. That he sought relief in the only court in the State which had jurisdiction under the law of the State.

3°. That he proceeded in the form prescribed by the law of the State.

It will be observed that in the Bank vs. Turnbull the removal was under the act of 2d March, 1867, which gives the right of removal to the citizen of a State other than that in which the suit is brought,
129 whether he be plaintiff or defendant, in a "suit"—any suit involving the requisite amount—in a State court in which there is a controversy between him and a citizen of the State in which the suit is brought; and the attention of the court was directed to the fact that the proceeding under review was not a suit, but was in the nature of a motion. The court declined to consider that question, because, "conceding it to be a suit, and not essentially a motion, we think it was merely auxiliary to the original action, a graft upon it, and not an independent and separate litigation."

There is no escape from the conclusion, if the decision of the court was correct in this case, that when a third person, not a party to a judgment, intervenes to protect his property seized under execution on that judgment in the court from which the process issued, that court alone has jurisdiction of the controversy, and that this proceeding, "conceding it to be a suit," is not removable into the circuit court ratione materiæ.

This decision was under the act of 1867, but the language of that act, in describing what may be removed—"a suit"—has a much broader meaning and extent than the words used in the second section of the act of 1875, in describing what may be removed—"any suit of a civil
130 nature at law or in equity." If there can be a suit in a State court in which there is a controversy between a citizen of that State and a citizen of another State, not of a civil nature, or an anomalous nondescript, not at law or in equity, it would seem, ex bi termini, that it must come within the act of 1867, and be removable under that act, all the other requisites concurring. And it is equally clear that such a suit would not fall within the restricted terms of the act of 1875, and would not be removable under that act.

If, therefore, the proceeding on the part of Turnbull & Co., by whatever name it may be called, was not removable under the act of 1867, as the court expressly decided it was not, it is because a suit means an original suit, not an auxiliary, dependant, supplementary proceeding, by which a third person interposes to prevent the sale of his property, seized under execution, in satisfaction of a judgment in the original suit, to which he was a stranger. If such a proceeding was not a suit within the meaning of the act of 1867, and therefore was not removable, there is no logic by which it can be shown that the proceeding on the part of Watson in this case is any suit of a civil nature at law or
131 in equity that is therefore removable under that act.

There is another reason in this case which did not exist in Turnbull's case, and which we think conclusive. The whole object of this proceeding is to prevent the sale of Watson's property, seized under execution; and to do this a suit of injunction, pendente lite, to be made perpetual by final decree, was indispensable. Without the power to stay, by injunction, proceedings in a court of the State, no tribunal could take cognizance of this proceeding under the act of Congress 2d

March, 1793 (Rev. Stats., section 720). The circuit court could not take jurisdiction in such a case by removal from a State court, as was expressly decided in Diggs & Keith vs. Walcott (4 Croach), nor by original process, as was expressly decided in Haines vs. Carpenter (1 Otto), and, as we have just had occasion to try, in Goodrich vs. Hunton, this prohibitory law places such a proceeding as this beyond the power and jurisdiction of the circuit courts.

The reasoning and authorities cited in Goodrich vs. Hunton are equally applicable to this case, and are referred to and adopted here without being repeated. We conclude that the district court properly refused to grant the order of removal because of *of* the citizenship
132 of the parties, and because this proceeding is not such a suit as may be removed from a State court into the circuit court.

On the merits.

The Pleasant View plantation, situate in Tensas Parish, consisting of 1,400 acres of land and a large number of slaves, were inherited by John Bondurant, Horace Bondurant, Albert Bondurant, and their nephew, Walter E. Bondurant, a minor. To effect a partition the entire property was sold at public sale, by the sheriff, for three-fourths cash, the other fourth, the minor's share, on his obtaining his majority, in March, 1862, with interest at 7 per cent., payable annually. The property was purchased by the major heirs, and the minor's share was $37,118.50. To secure this a mortgage was reserved in the sheriff's deed, of date 4 Dec'r, 1852, in which the clause was inserted by which the purchasers obligated themselves "not to alienate, deteriorate, or encumber said property to the prejudice of said mortgage"; and this deed was recorded on the 6th Dec'r, 1852, and was reinscribed on the 8th Sept., 1865.

By subsequent partition a tract of 165 acres, part of the 1,400 acres constituting the Pleasant View plantation, fell to John Bondurant,
133 and on the 30 Nov'r, 1854, by public notarial act, duly recorded, he sold this tract to A. C. Watson for $5,775, or $35 an acre.

Frank Watson derives title through A. C. Watson; and it was proven that John Bondurant, from the time he acquired up to the date of his sale to Watson, had public, peaceable, notorious possession; and, after that time, the Watsons had possession in like manner.

The interest was joint up to 4 Dec'r, 1862; and in March, 1854, a payment of $5,018.16 was made, which was credited on the capital sum. In Nov'r, 1867, Walter E. Bondurant recovered judgment for this debt with interest; and, at sheriff's sale, under execution, he purchased the Pleasant View plantation for $4,478, less than half the interest due. Watson was in possession of the small tract purchased of John Bondurant, and Walter E. Bondurant, then a citizen of Mississippi, brought suit against him in the U. S. circuit court, at New Orleans, to evict him. The case went to the Supreme Court of the U. S., and it was decided that Bondurant had not acquired this tract at the sheriff's sale, because the sheriff had not seized it, as the law required. (See the case, 21
134 Wallace.) This is the property seized under the alias writ, and the subject-matter of this litigation.

Plaintiff, Watson, maintains that the mortgage in favor of Walter E. Bondurant had but its effect, as to him, by the failure to have it reinscribed before the expiration of the ten years, as required by art. 3333, C. C.; art. 3369 of the Revised Civil Code.

Defendant contends that reinscription was not necessary in this case,

because Watson is charged with notice by the pact de non alienando, and that the mortgage in favor of a minor need not be reinscribed.

We had occasion lately to examine the question of inscription and reinscription, so far as third persons are concerned, in the case of John J. Adams & Co. vs. Thomas Daunis, No. 6532, decided on the 2d inst.; and we do not propose here to repeat what we said in that case. We remark, however, that subsequent investigation has only served to confirm the views we then expressed:

1°. That under the positive law of Louisiana, as contained in the code and the statutes, nothing supplies the place of registry, or dispenses with it, so far as those are concerned who are not parties to the mortgage.

2°. That when ten years have elapsed from the date of the in-
135 scription, without reinscription before that time, the mortgage is without effect as to all persons whomsoever who are not parties to the mortgage.

We understand the effect of the pact de non alienando to be this: Where a mortgage contains this stipulation, the sale by the mortgagor does not prevent the mortgagee from proceeding by executory process; and he need give no notice to the purchaser. The proceeding by executory process is a proceeding in rem; and if the title under which the mortgagor claims is such that he may thus proceed in rem, he need not notice any subsequent alienation of the mortgaged property by his mortgagor. Just as proceeding in admiralty against a ship, no subsequent change of master or of owner need be noticed by the libellant, who proceeds against the thing itself, which is liable to him.

A little reflection will show that the pact de non alienando contains nothing that the law *that the law* does not imply in every mortgage. The mortgagor, by the act of mortgage, binds himself personally and binds his property for the debt, and he necessarily obligates himself, morally and in law, not to deprive the mortgagee of the benefit
136 of the security by alienating, or deteriorating, or encumbering the property to his prejudice. If the mortgagee records his mortgage, it is not in the power of the mortgagor to alienate or to encumber the property by any subsequent title which will impair or affect the mortgage.

If the mortgagee, instead of proceed' via execution in rem against the property, elects to sue his debtor in personam, and to attempt to enforce his judgment by execution via ordinaria, the pact de non alienando will not enable him to seize the mortgaged property in the hands of a third possessor claiming the ownership. He must exhaust his remedy against property subject to seizure under the writ of fieri facias, and, failing to obtain satisfaction by this means, he can reach the mortgaged property by an action, the regular hypothecary action of our law, against the third possessor; and his mortgage, if properly inscribed, is as available in this form of proceeding, without the pact de non alienando, as it would be with that stipulation. (Code of Practice, arts. 61-68; Page vs. Generes, 6 Ann., 550; Desobry vs. Carmend, 9 Ann., 180.)

After the lapse of ten years, without reinscription before that time, subsequent mortgages are not affected by the first inscription, and neither notice, nor even the *the* pendancy of a suit on the mortgage, dis-
137 penses with reinscription. (See Sheppard vs. Cotton Press, 2 Ann., 110; Succession of Lowery, 22 Ann., 205; Hyatt vs. Gallier, 6 Ann., 321; Young vs. City Bank, 9 Ann., 193; Succession of F. Coner, 12 Ann., 216; Con. Ass'n vs. Wilson, 10 Ann.; Kohn vs. McHatton, 20 Ann., 223; Britton & Kountz vs. Norment, 20 Ann., 508

Britton & Kountz vs. Janey, 21 Ann., 204; Blair & Co. vs. Taylor, 25 Ann., 148.)

The mere reading of art. 3333, C. C., art. 3339 of the Rev. C. C., shows that the minor's mortgage, which need not be reinscribed, is that to which the property of their tutors is subject by law as security for the administration of their estates, and there is nothing in the law to take the mortgage in this case out of the rule which imperatively requires reinscription.

The position of the parties was this: Dating from the 4th Dec'r, 1852, a mortgage, properly inscribed, secured to the minor, Walter E. Bondurant, his one-fourth of the estate inherited by him, or, rather, the price of this one-fourth. This mortgage, in virtue of the inscription, bound the property for and during ten years, without regard to any subsequent changes in title or possession. On the 6th of Dec'r, 1862, this in-
138 scription perempted and lost its effect, even against the contracting parties, and it would have been the duty of the recorder to have cancelled and erased it on the application in writing of any party in interest. (Act of 1843, Rev. Stats. of 1870, sections 450, 3141, amending C. C., art. 3333, Rev. C. C., art. 3369.) From the 30 Nov'r, 1854, Watson now the owner, and was in possession of the property in question. The mortgage which had affected the property no longer encumbered it in his hands, because ten years had elapsed without re-inscription. The mere failure to cancel the perempted inscription did not revive it. The article of the code says the inscription must be renewed in the manner in which it was made. It was dead so far as the first inscription was concerned. The law, however, permits reinscription, and this mortgage was reinscribed on the 8th Sept., 1865, nearly 3 years after the first inscription had lost it effect even against the contracting parties. The reinscription gave it effect as a mortgage of the date of that inscription; but at that time the property no longer belonged to the debtors, the mortgagors, and it had no effect whatever against that property.

139 The plaintiff in injunction, Watson, demanded $2,000 in damages for the unlawful seizure of his property. The judge allowed $250 without calling a jury. This was error. The Code of Practice, Art. 313, requires the judge, when a judgment by default is to be confirmed and damages are to be assessed, to have a jury summoned and to give judgment in conformity with their verdict.

It is therefore ordered, adjudged, and decreed that the judgment of the court below be amended so as to disallow the damages awarded to the plaintiff, and to that extent that the said judgment be avoided and reversed. And in all other respects, that the said judgment be and it is hereby affirmed, the plaintiff and appellee to pay the costs of this appeal, defendant and appellant paying costs of the court below.

Mr. Justice DE BLANC concurring:

Daniel M. Bondurant left as his heirs at law three sons, Albert, John, & Horace, and a grandson, Walter E. Bondurant. On the 4th of December, 1852, the whole of the property belonging to his succession was sold at auction, and bought by his three sons for $148,474.
140 Two days after, on the 6th of said month, the deed from the sheriff to them was recorded, and it was not reinscribed until the 8th of September, 1865. Since that date, more than eleven years have elapsed and the reinscription has not been renewed.

Of the price of said property one-fourth was due by the purchasers to Walter E. Bondurant, and was to be paid to him at his majority, on

the 5th of March, 1862, with interest. That claim was secured by a mortgage, containing the stipulation which has been and still is compounded for "the pact de non alienando."

In 1854, on the 30th of November, Augustus C. Watson purchased from John Bondurant the land acquired by the latter and his brothers from their father's estate, and subject to the mortgage of the minor Walter. On the 5th of August, 1872, said Watson sold to his sons Augustus & Frank the land thus acquired by him from John Bondurant, and, on 6th of December, 1875, by purchase of his brother's share, Frank Watson became the sole owner of the whole.

Walter E. Bondurant brought suit against his uncles to enforce his mortgage, and on the 14th of November, 1867, obtained a judgment
141 against them, with a recognition of said mortgage. Under an alias writ of fi. fa., issued from said judgment, the land bought by Frank Watson from his father and brother was seized on the 15th of June, 1875; on the 28th of said month he enjoined the execution, on the grounds:

1°. That the mortgage in favor of Walter E. Bondurant has peremepted for want of reinscription.

2°. That he is a third possessor; that he was not made party to the suit in which the said Walter obtained the judgment he is seeking to execute against him, and that as third possessor he was entitled to and was not given the notices prescribed by law.

In answer to plaintiff's injunction defendant alleges:

1°. That in the contemplation of the law and by the effect of the pact de non alienando, the whole of the land mortgaged remained in the hands of the original debtors.

2°. That except in certain specified cases, prescription does not run against minors, and in the act of sale from the sheriff to Albert, John, and Horace Bondurant there is the clause which, for over 40 years, has been construed and enforced as the pact de non alienando. Does that clause prohibit the sale of the mortgaged property? It does
142 not. John Bondurant had the right to sell; he sold. Frank Watson had the right to buy; he bought. The several acts of sale passed from 1854 to 1875 were duly recorded, and became as many notices to the world. 8 R. R., 165; Ducros vs. Fortin.

In disregard of those recorded titles, under an execution issued on a judgment against John, Albert, and Horace Bondurant, a tract of land which had ceased to be their property, which was no longer in their possession, was seized to satisfy said execution, and that land was so seized with the full knowledge that it was then the property and in possession of Frank Watson. Is not that seizure a manifest violation of the spirit and letter of our laws?

At the date of the seizure, Frank Watson was, and he is now, a third possessor; as such he should have been called upon to pay the mortgage claim, if any such existed, or surrender the hypothecated property. This done, and he failing to discharge the debt, the property should have been seized under proceedings instituted against him, the owner and possessor, and he should have been notified, as the law requires, of the seizure and intended sale of his property. To this rule, in law,
143 there is no exception. There are not, in Louisiana, two classes of third possssor' of mortgaged property; one against whom the creditor must proceed regularly and another whose title may be divested without even the necessity of a single notice.

It is contended that, when the creditor proceeds under an act which contains the pact de non alienando, he can seize, not only from the

owner and possessor, but from the first vendor and original mortgagor, and sell, as belonging to the latter, the property which the vendor and mortgagor knows to have been sold by his debtor, and to belong to another. Is it not time to correct an unjust practice, an abuse, and to discountenance an arbitrary exception to the sound and equitable of our codes?

In Louisiana, when it was a Spanish colony, and under the Spanish law, the clause de non alienando absolutely prevent, the transfer made in contravention of that clause was a nullity. It impeded what our legislation favors, the transmission of property. In the first of its decisions on this question the Supreme Court said:

"That the mode or proceeding under an order of seizure and
144 sale was, in a great measure, directed by the Spanish law, under which any transfer made in violation of the clause de non alienando was, ipso jure, void as to the creditor. (2 N. S., 34 & 35.)

That law can no longer be invoked, not even under the pretence that it is not repugnant and contrary to our code, and, nevertheless, from time to time the colonial rule supersedes the State law. (C. C. of 1825, art. 3521.)

In lieu of the prohibition to alienate, we have the 3397th article of our code, which provides that the debtor cannot sell or mortgage to the prejudice of a previous mortgage.

Is a vendor's right in any way increased by the insertion, in an act of sale, of a clause in and by which the purchaser, adopting the very expressions of our code, binds himself not to sell the mortgaged property to the detriment of the vendor's interest?

If that useless insertion contitutes a part de non alienando, there can be in our State no third possessor of mortgaged property, and the hypothecary action needs never be resorted to; for whether written or
145 omitted, the condition not to sell to the prejudice of the creditor, is one fixed by a law which is a part of every contract of mortgage, and, in any and every case, with or without the insertion of that clause, the creditor, under the construction contended for, may proceed against his immediate vendor, in spite of the subsequent transfer or transfers of the hypothecated property, and thus deprive the owner and possessor of those rights of defence which are not denied even to the trespasser.

The article of the code which provides that the debtor shall not sell to the prejudice of the creditor recognizes the debtor's right to sell, for it also provides that, if he does sell, the creditor may follow the mortgaged property in whatever hands it may have passed, and compel the third possessor to pay the debt or relinquish the property. As to the mode of proceeding against third possesssors, the civil code makes no difference, and merely refers to the code of practice. (C. C., art. 3397 & 3398.)

This court has decided that the third possessor of property mortgaged with the pact de non alienando occupies no better position than
the mortgagor. This we admit, but why, in whose interest, under
146 what law, is he entitled to less than the mortgagor? To exercise his rights, to enforce his claim, the creditor must cause the property to be seized and sold. It is more difficult to seize it when it is in the hands of the third possessor than when it is not, and from one who has failed in the title and possession.

Though the third possessor occupies no better position than the mortgagor, he has at least the privilege of paying the debt and retaining the property. Under the actual jurisprudence, not the codes, in order to

enjoy that acknowledged right, he must guess that the mortgage claim is not satisfied, who holds that claim which may have been thrown in the channel of circulation, and how, when, where, and by whom his property is to be sold.

If such a course be sanctioned, what shall become of the constitutional prohibition to deprive any one of property without process of law? With the legal value given to the pretended pact, there is not left a vestige of that process. Without any demand, written or verbal, without notice of the parody of a seizure, still more, under a decree ren-
147 dered against A, a writ issued from that decree, commanding and which could command but the seizure of A's property, the property of B is seized, advertised for sale, and sold.

Sooner or later we will have to choose between our own law and the sprout of a law which has passed with the Spanish dominion.

I concur in the conclusion of Mr. Justice Marr.

Supreme court of Louisiana.

Petition for a rehearing.—Filed April 25th, 1877.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, EXECUTRIX AND TUTRIX. } No. 6564.

The defendant in the above entitled cause, by her counsel undersigned, before suing out a writ of error from the Supreme Court of the United States to this honorable court, most respectfully and earnestly asks a rehearing and reconsideration (and by the grace of the court a reargument) of the points in this case, on the following grounds, to wit:

1st. That all the proceedings had in this case in the 13th judi-
148 cial district court and in this court, since the petition and bond, and affidavit for removal of said case to the circuit court of the United States were filed, are absolutely null & void; being coram non judice.

2d. That the said circuit court of the United States having decided, in a decision rendered by said circuit court, contradictorily with said plaintiff, he appearing by counsel and contesting the rightfulness of said removal, said decision is res adjudicata between the plaintiff, Franke Watson, and the defendant in this suit. (2d Woods' Reports, 166.)

3rd. That by the act of Congress of the United States, approved March 3, 1875, upon the filing of the proper petition and bond, it shall be the duty of the State court to accept said bond and petition and to proceed no further in the suit. Acts 1875, March 3rd, Judge Dillon, who has collated all the decisions of the United States Supreme and circuit courts, in his "Removal of Causes from State Courts to the Circuit Courts of the United States," lately published, says: "Under such circumstances, the State court has no discretion to refuse the removal, and can do nothing to affect the right, and its rightful jurisdiction
149 ceases coinstanter. No order for the removal is necessary, and every subsequent exercise of jurisdiction by the State court, including its judgment, if one is rendered, is erroneous. And if the right of removal has once become perfect, it cannot be taken away by subsequent amendment in the State or Federal court, by a release of part of the debt, or damages claimed or otherwise."

How far the subsequent proceedings in the State court have any validity, if proper application for removal be refused. (See Henford v. Ædna Ins. Co., 42 Mo., 151, 153; 1 Abbott C. C. R., 284; 1 Bissel, 110; 6 Blatch., 303, 243; 41 N. Y., 149; 15 How., 198; 16 Pet., 97; 10 Ohio, 1 and 8; 22 Wall., 250.)

In this last cited case, French's Trustees vs. Hay, 22 Wall., 250, the circuit court of Eastern Virginia enjoined a complainant from prosecuting a suit in Pennsylvania which had been removed from the State court to the United States circuit court, and the Supreme Court of the United States affirmed the decision perpetuating the injunction. (22 Wall., 250.)

Thus the proviso of the act of 1789 may be considered as repealed, or overridden by the repealing clause of the act of March 3rd, 1875, at least so far as the act of 1875 is concerned. Congress having
150 given by that act the full measure of power, and under the constitutional grant of jurisdiction over all controversies between citizens of different States and thus vested with jurisdiction in proper cases, necessarily, the power to enforce that jurisdiction, the court must presume, was likewise vested in said circuit courts.

4th. That the mortgage was not perempted, deducting the interruption of the war and suspension of judicial process, was a point raised and passed on by the circuit court, and made the special subject of a bill of exceptions, by the father of plaintiff, in the case of A. C. Watson vs. W. Bondurant (21 Wall., 123), in which the ruling of the circuit court was sustained, and this point is res judicata between A. C. Watson, plaintiff's father, and those claiming under him.

This ruling under the act of the 11th of June, 1864, may be opposed to the decisions of your late predecessors, regarding the doctrine contra non valentem, &c.; but in this case it is stare decisis, and the decision on this point of the United States Supreme Court is paramount, where the decisions conflict. (See Stewart vs. Kahn, Levy vs. Steinbrook, 9 Wall., 493, 244, 566; 21 Wall., 123.)

5th. That the mortgage, which was the only evidence of the
151 debt, had been, long before the purchase of the property by Franke Watson, merged in a judgment of a court of competent jurisdiction, which cannot be treated as an absolute nullity, nor attacked collaterally, and from which judgment the mortgage and privilege cannot be severed but by the reversal or rescission of the judgment. (9 L. R., 418; 1 A., 372; 12 A., 736; 14 A., 205; 2 N. S., 602; 1st Hen. Dig., 726.)

The creditor cannot plead any prescription against the claim merged in the judgment but that which bars the judgment, which expires in December, 1877. "A judgment neither creates nor adds to, nor detracts from a debt. It only declares its existence, fixes its amount, and secures the creditor the means of enforcing its payment. So, if the debt creates a privilege or tacit mortgage, they exist independently of the judgment." (18 L., 414; 9 R., 119; 10 R., 412, 155.) It would appear to us that the court could have only reached the conclusion it did, by considering Franke Watson to be an innocent third purchaser, in good faith, without notice, and in a better position to defeat the minor's mortgage, than his father or John Bondurant, whose rights he only claims in his petition for an injunction to have purchased. For
152 authorities on this head, we refer to our briefs on file in this cause.

If it please the court, behold at one view the singular doctrine your decision would establish if adhered to; behold as in this case the prop-

erty of minors, a tract of the land, sold on a credit of ten years from the date of the sale, whilst the date of maturity is the first moment at which he can possibly act to protect his rights. At that date a war prevails, and it is impossible to reinscribe the mortgage, his property has been alienated and his remedy is taken away before he has the means or opportunity to exercise it. Franke Watson claims to have John Bondurant's possession and rights. (See petition for the injunction, pp. 1 and 5.) Could John Bondurant, supposing he had never alienated and were the present party plaintiff in this suit, sustain this injunction? It cannot be that such a law exists in any civilized State under "heaven's wide scope" so opposed to natural law, that could legalize such spoliation or consecrate such an offense against justice and equity.

Under the ruling of the U. S. Supreme Court, and after full examination of our decisions, Franke Watson is not a holder in good faith. (Gaines vs. Hennen, 24 Howard, 553.)

All of which is respectfully submitted.

153 SAM'L R. & C. L. WALKER,
Attorneys for Mrs. Bondurant, Tutrix, &c.

MONDAY, *May 14th*, 1877.

The court was duly opened, pursuant to adjournment. Present, their honors Thomas C. Manning, chief justice, and Robert H. Marr, Alcibiad De Blanc, William B. Egan, William B. Spencer, associate justices.

Rehearing refused as entered on the minutes.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, EXECUTRIX & TUTRIX et al.

It is ordered that the rehearing applied for in this case be refused.

Petition for writ of error.—Filed November 23rd 1877.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, EXECUTRIX AND TUTRIX. } No. 6564.

To the honorable Thos. C. Manning, chief justice of the supreme court of Louisiana:

The petition of Mrs. Ella F Bondurant, executrix of the last
154 will and testament of Dr. Walter E. Bondurant, deceased, and tutrix of her minor child, Walter E. Bondurant, a citizen of the State of Mississippi, respectfully represents: That on or about the 16th day of April, 1877, a final judgment or decree was rendered in your honorable supreme court of Louisiana in the cause entitled Franke Watson vs. Mrs. Ella F. Bondurant, executrix, tutrix, &c., No. 6564 on the docket of said supreme court of La., which said decision was against your petitioner, Mrs. Bondurant, tutrix, &c., and was in favor of said Franke Watson, a citizen of the State of Louisiana. That in the said cause, the titles, rights, and privileges of this petitioner, Mrs. Bondurant, tutrix, &c., under the statutes and under the constitution of the United States, are by her claimed, and that the decision and judgment of your hon.

supreme court of Louisiana is against the said titles, rights and privileges of this petitioner specially set up under such laws and the Constitution of the United States, as will more fully appear by reference to the proceedings and record in said cause.

Petitioner further represents that she feels aggrieved by the said final judgment rendered against her, and is advised that the same is erroneous, and contrary to the laws of the United States and to the
155 Constitution thereof.

Your petitioner tenders her bond with as surety for a writ of error in this case.

Wherefore this petitioner prays that said bond may be approved; that a writ of error returnable to the supreme court of the United States according to law, may be allowed this petitioner; and that your honor will sign the needful citations in error in said cause, and that said writ be made returnable in due time, and for general relief.

(Signed) SAML. R. & C. L. WALKER,
Attys. for Petitioner.

A writ of error is granted as prayed, upon the party giving bond in the sum of five hundred dollars.

(Signed) TH. C. MANNING.
Chief Justice.

Nov. 23d, 1877.

Bond for writ of error.—Filed Nov. 23d, 1877.

Supreme court of Louisiana.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, EXECUTRIX, TUTRIX, &c. } No. 6564.

156 Know all men by these presents that we, Mrs. E. F. Bondurant, of the city of Natchez, State of Mississippi, executrix, &c., & tutrix, &c., as principal, and Felix Walker and J. L. Vaught, of New Orleans, as sureties, are held and firmly bound unto Franke Watson, of Tensas Parish, La., in the sum of five hundred dollars ($500.00), to be paid to the said Franke Watson, his executors or administrators; to which payment, well and truly to be made, we bind ourselves and each of us, jointly and severally, and our and each of our *and each of our* heirs, executors, and administrators firmly by these presents. Sealed with our seals, dated this 23d day of November, 1877.

Whereas the above-named Mrs. E. F. Bondurant, executrix, tutrix, &c., having obtained a writ of error to the Supreme Court of the United States to reverse the judgment rendered in the above-entitled cause by the supreme court of the State of Louisiana:

Now, therefore, the condition of this obligation is such that if the above-named Mrs. E. F. Bondurant, executrix, tutrix, &c., shall prosecute her said writ of error to effect and answer all costs if she shall

make good her plea, then this obligation shall be void; otherwise, to remain in full force and virtue.

157 ELLA F. BONDURANT, *Ex'tx.*
J. L. VAUGHT.
FELIX WALKER.

Witnesses—
FELIX WALKER.
J. CROMWELL.
SAM'L R. WALKER.
Witness to signature of Felix Walker:
GEORGE SANDERS.
This bond is approved:
Nov'r 23d, 1877.

TH. C. MANNING, *C. J.*

Copy of writ of error.—Filed 15th Dec'r, 1877.

Supreme court.

STATE OF LOUISIANA:

FRANKE WATSON *vs.* MRS. E. F. BONDURANT. } No. 6564.

Copy of a writ of error lodged in the clerk's office of the court of the State of Louisiana, in pursuance of the statute in such cases made and provided, this day of , one thousand eight hundred and seventy- .

UNITED STATES OF AMERICA,
State of Louisiana:

158 The hon. chief justice of the supreme court of the State of Louisiana to the clerk of the supreme court of the State of Louisiana, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in our supreme court before us, between Franke Watson, plaintiff, and Mrs. Ella F. Bondurant, tutrix, &c., defendant, No. 6564 on the docket of this court, it is claimed by the said defendant that, being a citizen of the State of Mississippi, and the said Watson being a citizen of Louisiana, and in the said cause the rights, titles, and privileges of said defendant, Mrs. Bondurant, tutrix, &c., under the statutes and under the Constitution of the United States are by her claimed, and that the decision and judgment of this honorable supreme court of Louisiana is against the said rights, titles, and privileges of said defendant, Mrs. Bondurant, specially set up under the laws and the Constitution of the United States, and because the said Mrs. Bondurant has filed her petition herein for a writ of error to the hon. Supreme Court of the United States at Washington, D. C., claiming that a manifest error hath happened, to the great damage of the
159 said defendant, Mrs. E. F. Bondurant, executrix, tutrix, &c., as by said defendants' complaint appears: We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and

openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the second Monday of October next, in the said Supreme Court to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and customs of the United States should be done.

Witness the honorable T. C. Manning, chief justice of the said supreme court of Louisiana, this 15th day of December, in the year of our Lord one thousand eight hundred and seventy-seven.

(Signed) ALF'D ROMAN,
Clerk of the Supreme Court of Louisiana.

160 *Citation.*

THE UNITED STATES OF AMERICA:

Supreme court of the State of Louisiana, district of Louisiana.

The hon. chief justice of the supreme court of Louisiana.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, EXECUTRIX, TUTRIX, &c. } No. 6564.

To Franke Watson, plaintiff in the suit numbered 6564, entitled Franke Watson vs. Mrs. Ella F. Bondurant, executrix, tutrix, &c., defendant, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at the city of Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the supreme court of Louisiana, wherein Franke Watson is plaintiff, and Mrs. E. F. Bondurant, executrix & tutrix, is defendant, to show cause, if there be, why the judgment rendered against the said Mrs. E. F. Bondurant, executrix, tutrix, &c., as in said writ of error mentioned, should not be corrected, and why speedy
161 justice should not be done to the parties in that behalf.

Witness the honorable T. C. Manning, chief justice of the supreme court of Louisiana, this 15th day of December, in the year of our Lord one thousand eight hundred and seventy-seven.

[SEAL.] (Signed) TH. C. MANNING,
Chief Justice of the Supreme Court of Louisiana.

Sheriff's return.

Received the within citation, together with copy of same, on the 16th day of February, 1878, and on the 18th day of same month and year, I served the same by handing the aforesaid copy to Franke Watson in person and in this parish of Tensas.

(Signed) JNO. W. REGISTER, *Sh'ff.*,
By P. T. BURCKETT, *D'y Sh'ff.*

Filed 25th Feb'y, 1878.
(Signed) F. WALL, *D'y Clerk.*

Citation.

THE UNITED STATES OF AMERICA:

162 Supreme court of the State of Louisiana, district of Louisiana.

The hon. chief justice of the supreme court of Louisiana.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, EXECUTRIX, TUTRIX, &c. } No. 6564.

To Merrick, Race & Foster, attorneys for Franke Watson in the certain cause entitled and numbered 6564, wherein Franke Watson is plaintiff, and Mrs. Ella F. Bondurant, executrix, tutrix, &c., is defendant, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United State to be holden at the city of Washington, on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the supreme court of Louisiana, wherein Franke Watson is plaintiff, and Mrs. E. F. Bondurant, executrix & tutrix, is defendant, to show cause, if any there be, why the judgment rendered against the said Mrs. E. F. Bondurant, executrix & tutrix, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable T. C. Manning, chief justice of the su-
163 preme court of Louisiana, this 15th day of December, in the year of our Lord one thousand eight hundred and seventy-seven.

[SEAL.] (Signed) TH. C. MANNING,
Chief Justice of the Supreme Court of Louisiana.

Sheriff's return.

Rec'd Feb'ry 13th, 1878, and on the same day, month, and year served copy of within citation on Merrick, Race & Foster, att'ys at law, by personal service on E. T. Merrick, a member of said firm.

Returned same day.
(Signed) M. DRISCOLL, *D'y Sh'ff.*

Filed Feb'ry 25th, 1878.
(Signed) F. WALL, *D'y Clerk.*

UNITED STATES OF AMERICA:

Supreme court of the State of Louisiana.

I, Alfred Roman, clerk of the supreme court of the State of Louisiana, holding sessions at the city of New Orleans, do hereby certify that the above and foregoing one hundred and sixty-three pages contain a full,
true, and complete copy of the transcript of the proceedings had
164 in the thirteenth judicial district court of the State of Louisiana, holding sessions in and for the parish of Tensas, in a certain suit wherein Franke Watson was plaintiff and Mrs. E. F. Bondurant, executrix & tutrix, &c., was defendant (and also of all the proceedings had in this supreme court on the appeal taken by said Mrs. E. F. Bondu-

rant, executrix, tutrix, &c.), which appeal is now on the files of this hon. court under No. 6564.

In testimony whereof I have hereunto set my hand and affixed the seal of this honorable court at the city of New Orleans this twenty-sixth day of February, anno Domini 1878, and in the one hundred and second year of the Independence of the United States of America.

[SEAL.]

ALF'D ROMAN,
Clerk Supreme Court of La.

Supreme court of the State of Louisiana.

I, Thomas C. Manning, chief justice of the supreme court of the State of Louisiana, do hereby certify that Alfred Roman is clerk of the
165 supreme court of the State of Louisiana, holding sessions at the city of New Orleans; that the signature of Alfred Roman to the within certificate is in the proper handwriting of him, the said clerk; that said certificate is in due form of law, and that full faith and credit are due to all of his official acts as such.

In testimony whereof I have hereunto set my hand and seal at the city of New Orleans this the twenty-sixth day of February, A. D. 1878, and in the one hundred and second year of the Independence of the United States of America.

TH. C. MANNING,
Chief Justice of Supreme Court of La.

Supreme court of the State of Louisiana.

I, Alfred Roman, clerk of the supreme court of the State of Louisiana, holding sessions at the city of New Orleans, do hereby certify that the honorable Thomas C. Manning is, and was at the time of signing the foregoing document, presiding judge of our supreme court, and that the signature affixed to the same is in the proper handwriting of him, the said judge.

In faith whereof I have hereunto set my hand and affixed the
166 seal of this honorable court at the city of New Orleans this the twenty-sixth day of February, anno Domini 1878, and in the one hundred and second year of the Independence of the United States of America.

[SEAL.]

ALF'D ROMAN,
Clerk Supreme Court of La.

167 UNITED STATES OF AMERICA,
State of Louisiana, ss:

The hon. chief justice of the supreme court of the State of Louis'a, to the clerk of the supreme court of the State of Louisiana, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea, which is in our said supreme court, before us, between Franke Watson, plaintiff, and Mrs. Ella F. Bondurant, tutrix, &c., defendant, No. 6564 on the docket of this court, it is claimed by the said defendant that, being a citizen of the State of Mississippi, and the said Watson being a citizen of Louisiana, and in the said cause the rights, titles, and privileges of said defendant, Mrs. Bondurant, tutrix, &c., under the statutes and under the Constitution of the United States, are by her claimed, and that the decision and judgment of this honorable supreme court of Louisiana is against the said titles, rights,

and privileges of said defendant, Mrs. Bondurant, specially set up under the laws and the Constitution of the United States, and because the said Mrs. Bondurant has filed her petition herein for a writ of error to the hon. Supreme Court of the United States at Washington, D. C., claiming that a manifest error hath happened, to the great damage of the said defendant, Mrs. E. F. Bondurant, executrix, tutrix, &c., as by said defendant's complaint appears: We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the second Monday of October next, in the said Supreme Court, to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right, and according to the laws and customs of the United States, should be done.

Witness the honorable T. C. Manning, chief justice of the said supreme court of Louisiana, this 15 day of December, in the year of our Lord one thousand eight hundred and seventy-seven.

[SEAL.]

ALF'D ROMAN,
Clerk of the Supreme Court of Louisiana.

168 (Indorsed:) State of La. Supreme court. No. 6564. Franke Watson versus Mrs. E. F. Bondurant, executrix and tutrix, &c. Writ of error. Copy of a writ of error lodged in the clerk's office of the court of the State of Louisiana, in pursuance of the statute in such cases made and provided, this day of one thousand eight hundred and seventy . attorney of plaintiff in error. Filed 15th Dec., 1877. Frank Wall, d'y clerk.

(Indorsement on cover:) No. 496. Mrs. E. F. Bondurant, executrix, tutrix, &c., plaintiff in error, vs. Frank Watson. Louisiana supreme court. Filed 1st October, 1878.